

DEPARTMENT OF JUSTICE
MINISTÈRE DE LA JUSTICE

PRIVY COUNCIL SECTION
SECTION DU CONSEIL PRIVÉ

SUBJECT: Règlement fait en vertu de l'alinéa 117u) de la Loi
OBJET sur les armes à feu

Regulations made under paragraph 117(u) of the
Firearms Act

FILE NO.: 96-0585-01 Vol II
N° DE DOSSIER

FROM THE DEPARTMENT OF Justice
MINISTÈRE D'ORIGINE

DATE RECEIVED le 1 août 1996
DATE DE RÉCEPTION

ENGLISH VERSION _____ Wendy Gordon
VERSION ANGLAISE _____

FRENCH VERSION _____ Gilles LeVasseur
VERSION FRANÇAISE _____

RETURNED
RETOURNÉ LE

No.	96-0585-01	DEPT.	Justice
No		MIN.	
SUBJECT	Règlement fait en vertu de l'alinéa 117u) de la Loi		
OBJET	sur les armes à feu		



Department of Justice
Canada

Ministère de la Justice
Canada

MEMORANDUM/NOTE DE SERVICE

Security classification - Cote de sécurité PROTECTED/SOLICITOR CLIENT PRIVILEGE
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Date July 10, 1996
Telephone/FAX - Téléphone/Télocopieur 993-2893 990-9385

TO/DEST.: Gilles LeVasseur
Privy Council Office

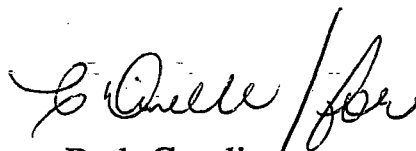
FROM/ORIG.: Ruth Grealis, Counsel
Legal Services - Fisheries and Oceans

SUBJECT/OBJET: **Aboriginal Communal Fishing Licences Regulations**

Comments/Remarques

Further to our telephone conversation of July 9, 1996, enclosed is a copy of the office consolidation of the Aboriginal Communal Fishing Licences Regulations and a copy of each of the five precedent agreements that we discussed. Also enclosed is a copy of a sample draft communal licence for each of the Pacific and Atlantic.

If you would like to discuss the matter further, do not hesitate to contact me.


Ruth Grealis

RG:cd

Enclosures

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Fisheries
and Oceans

Pêches
et Océans

ABORIGINAL COMMUNAL FISHING LICENCES REGULATIONS

RÈGLEMENT SUR LES PERMIS DE PÊCHE COMMUNAUTAIRES DES AUTOCHTONES

made under the

en vertu de la

FISHERIES ACT

LOI SUR LES PÊCHES

Regulations established by/Règlement établi par

Order in Council of June 16, 1993/le décret du 16 juin 1993
P.C./C.P. 1993-1318 (SOR/DORS/93-332, p. 2899, 30/6/93)

as amended by/modifié par (See/Voir p. 1)

NOTE

All persons making use of this consolidation are reminded that it has no official sanction; that the amendments have been embodied only for convenience of reference, and that the original regulations and amendments thereto as published in Part II of the Canada Gazette, should be consulted for all purposes of interpreting and applying the regulations.

REMARQUE

On rappelle aux lecteurs que la présente codification n'est pas officielle, que les modifications ont été incorporées au règlement aux seules fins d'en faciliter la consultation et que lorsqu'il s'agit d'interpréter et d'appliquer le règlement, c'est au règlement même et aux amendements publiés dans la Partie II de la Gazette du Canada qu'il faut se reporter.

Canada

AMENDMENT LIST/LISTE DE MODIFICATIONS

115-1

(a)	P.C./C.P. 1994-861	(SOR/DORS/94-390,	p. 2269, 15/6/94)	a)
(b)	P.C./C.P. 1994-1297	(SOR/DORS/94-531,	p. 2962, 24/8/94)	b)
(c)	P.C./C.P. 1995-259	(SOR/DORS/95-106,	p. 522, 8/3/95)	c)

REGULATIONS RESPECTING FISHING CARRIED ON
IN ACCORDANCE WITH ABORIGINAL COMMUNAL
FISHING LICENCES

Short Title

1. These Regulations may be cited as the *Aboriginal Communal Fishing Licences Regulations*.

Interpretation

2. In these Regulations,

"aboriginal organization" includes an Indian band, an Indian band council, a tribal council and an organization that represents a territorially based aboriginal community; (*organisation autochtone*)

"designated" means, in respect of a person or vessel, designated in the licence or in accordance with the method of designation specified in the licence; (*désigné*)

"licence" means a communal licence issued under section 4; (*permis*)

"Minister" means, in respect of

(a) fisheries for fish and species of fish described in subsection 3(1) of the *Quebec Fishery Regulations, 1990*, in the waters referred to in that subsection, the Quebec Minister of the Environment and Wildlife,

(c) (a.1) fisheries in the non-tidal waters of Ontario, the Minister of Natural Resources for Ontario, and

(b) any other fishery, the Minister of Fisheries and Oceans. (*ministre*)

Application

3(1) These Regulations apply in respect of

(c) (a) fisheries in Canadian fisheries waters in and adjacent to Ontario, Quebec, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and the Northwest Territories;

(b) fisheries in the tidal waters in and adjacent to Manitoba;

(c) fisheries in tidal waters in and adjacent to the Yukon Territory and fisheries in the Yukon Territory for fish of an anadromous stock of chum salmon, coho salmon, chinook salmon, pink salmon, sockeye salmon, rainbow trout, the family *Coregonidae* (whitefish and cisco) or Arctic char; and

(d) fisheries in the waters of the Areas enumerated and described in Schedule II to the *Pacific Fishery Management Area Regulations* and salmon fisheries in British Columbia.

(a) (2) These Regulations do not apply in respect of national parks.

RÈGLEMENT CONCERNANT LA PÊCHE PRATIQUÉE
CONFORMÈMENT AUX PERMIS DE PÊCHE
COMMUNAUTAIRES DES AUTOCHTONES

Titre abrégé

1. *Règlement sur les permis de pêche communautaires des Autochtones.*

Définitions

2. Les définitions qui suivent s'appliquent au présent règlement.

«désigné» Se dit de la personne ou du bateau désigné dans le permis ou désigné conformément au mode de désignation indiqué dans le permis. (*designated*)

«ministre» En ce qui a trait :

a) à la pêche des poissons et des espèces de poissons mentionnés au paragraphe 3(1) du *Règlement de pêche du Québec (1990)* dans les eaux visées à ce paragraphe, le ministre de l'Environnement et de la Faune du Québec;

a.1) à la pêche dans les eaux sans marée de l'Ontario, le ministre des Richesses naturelles de l'Ontario;

b) à toute autre pêche, le ministre des Pêches et des Océans. (*Minister*)

«organisation autochtone» S'entend notamment d'une bande indienne, d'un conseil de bande indienne, d'un conseil de tribu et d'une association qui représente une collectivité territoriale autochtone. (*aboriginal organization*)

«permis» Permis communautaire délivré en vertu de l'article 4. (*licence*)

Application

3(1) Le présent règlement s'applique :

a) à la pêche dans les eaux de pêche canadiennes situées dans les provinces d'Ontario, de Québec, de la Nouvelle-Écosse, du Nouveau-Brunswick, de l'Île-du-Prince-Édouard et de Terre-Neuve et les Territoires du Nord-Ouest, et dans celles adjacentes à ces provinces et territoires;

b) à la pêche dans les eaux à marée du Manitoba et dans celles adjacentes à cette province;

c) à la pêche dans les eaux à marée situées à l'intérieur du territoire du Yukon et dans celles adjacentes à ce territoire et à la pêche dans le territoire du Yukon de poissons appartenant à un stock de poisson anadrome de saumon keta, de saumon coho, de saumon quinnat, de saumon rose, de saumon rouge, de truite arc-en-ciel, de la famille des *Coregonidae* (ménomini, corégone et cisco) ou d'omble chevalier;

d) à la pêche dans les eaux des secteurs visés à l'annexe II du *Règlement sur les secteurs d'exploitation des pêcheries du Pacifique* et à la pêche du saumon dans la province de la Colombie-Britannique.

(2) Le présent règlement ne s'applique pas aux parcs nationaux. a)

Communal Licences

4. The Minister may issue a communal licence to an aboriginal organization to carry on fishing and related activities.

(a) 5. (1) For the proper management and control of fisheries and the conservation and protection of fish, the Minister may specify in a licence any condition respecting any of the matters set out in paragraphs 22(1)(b) to (z.1) of the *Fishery (General) Regulations* and any condition respecting any of the following matters, without restricting the generality of the foregoing:

(a) the species and quantities of fish that are permitted to be taken or transported;

(b) the method of designation of persons and vessels, when and the method by which the licence holder is to notify the Minister of designations, the documents that constitute proof of designation, when, under what circumstances and to whom proof of designation must be produced, and the documents or information that designated persons and vessels must carry when carrying on fishing and related activities;

(c) the method to be used to mark and identify vessels and fishing gear;

(d) the locations and times at which landing of fish is permitted;

(e) the method to be used for the landing of fish and the methods by which the quantity of the fish is to be determined;

(a) (f) the information that a designated person or the master of a designated vessel is to report to the Minister or a person specified by the licence holder, prior to commencement of fishing, with respect to where and when fishing will be carried on, including the method by which, the times at which and the person to whom the report is to be made;

(g) the locations and times of inspections of the contents of the hold and the procedure to be used in conducting those inspections;

(h) the maximum number of persons or vessels that may be designated to carry on fishing and related activities;

(i) the maximum number of designated persons who may fish at any one time;

(j) the type, size and quantity of fishing gear that may be used by a designated person;

(k) the circumstances under which fish are to be marked for scientific or administrative purposes; and

(l) the disposition of fish caught under the authority of the licence.

(2) A designation referred to in paragraph (1)(b) shall be in writing.

6. In the event of any inconsistency, in respect of fishing and related activities carried on in accordance with a licence, between the conditions of the licence and any other regulations made under the *Fisheries Act*, the conditions of the licence prevail to the extent of the inconsistency.

Permis communautaires

4. Le ministre peut délivrer un permis communautaire à une organisation autochtone en vue de l'autoriser à pratiquer la pêche et toute activité connexe.

5. (1) Afin d'assurer une gestion et une surveillance judiciaires des pêches et de voir à la conservation et à la protection du poisson, le ministre peut, sur un permis, indiquer notamment toute condition relative aux points visés aux alinéas 22(1)b) à z.1) du *Règlement de pêche (dispositions générales)* et toute condition concernant ce qui suit :

a) les espèces et quantités de poissons qui peuvent être prises ou transportées;

b) le mode de désignation des personnes et des bateaux, à quel moment et par quel moyen le titulaire du permis avise le ministre des désignations, les documents attestant la désignation, à quel moment, dans quelles circonstances et à qui les attestations de désignation doivent être produites, et les documents ou les renseignements que les personnes ou les bateaux désignés doivent respectivement avoir sur elles ou à bord lorsqu'ils pratiquent la pêche et toute activité connexe;

c) la méthode de marquage et d'identification des bateaux et des engins de pêche;

d) les endroits et les moments où le poisson peut être débarqué ou amené à terre;

e) la méthode à utiliser pour débarquer le poisson et les méthodes pour en déterminer la quantité;

f) les renseignements que la personne désignée ou le capitaine du bateau désigné doit, avant le début de la pêche, transmettre au ministre ou à la personne indiquée par le titulaire du permis quant aux endroits et aux moments où la pêche sera pratiquée, ainsi que le mode et les moments de transmission et leur destinataire;

g) les endroits et les moments des inspections du contenu de la cale et la procédure à suivre lors de celles-ci;

h) le nombre maximal de personnes ou de bateaux qui peuvent être désignés pour pratiquer la pêche et toute activité connexe;

i) le nombre maximal de personnes désignées qui peuvent pêcher en même temps;

j) le type, la grosseur et la quantité des engins de pêche que toute personne désignée peut utiliser;

k) les circonstances dans lesquelles le poisson peut être marqué à des fins scientifiques ou administratives;

l) l'aliénation du poisson pris en vertu du permis.

(2) La désignation visée à l'alinéa (1)b) se fait par écrit.

6. Les conditions de tout permis l'emportent sur les dispositions incompatibles des autres règlements d'application de la *Loi sur les pêches* en ce qui concerne la pêche et toute activité connexe autorisées par ce permis.

Prohibitions

7. No person carrying on fishing or any related activity under the authority of a licence shall contravene or fail to comply with any condition of the licence.

8. No person other than a designated person may fish under the authority of a licence.

(a) 9. (1) No person who is authorized to fish under the authority of a licence shall fish for or catch and retain any species of fish in any area of the waters referred to in subsection 3(1) during the close time beginning on December 29 and ending on December 31.

(2) The close time established by subsection (1) is considered to be fixed separately and individually with respect to any species of fish found in any of the waters referred to in subsection 3(1).

(a) 10. Revoked P.C. 1994-861

Interdictions

7. Il est interdit à quiconque pratique la pêche ou toute activité connexe autorisées en vertu d'un permis de contrevenir ou de déroger aux conditions de ce permis.

8. Il est interdit à quiconque n'est pas désigné de pêcher en vertu d'un permis.

9. (1) Il est interdit à quiconque est autorisé à pêcher en vertu d'un permis de pêcher, de prendre ou de garder toute espèce de poisson dans toute zone des eaux visées au paragraphe 3(1) pendant la période de fermeture commençant le 29 décembre et se terminant le 31 décembre.

a)

(2) La période de fermeture établie au paragraphe (1) est réputée fixée séparément pour toute espèce de poisson qui se trouve dans toute zone des eaux visées au paragraphe 3(1).

10. Abrogé C.P. 1994-861

a)

ÉBAUCHE POUR DISCUSSION
ATLANTIQUE

U:\AGRE\FA\94-95FA>FR3 version du 2\08\95

Entente sur les pêches faite

ENTRE Sa Majesté la Reine du Chef du Canada, représentée par
le ministre des Pêches et des Océans (ci-après appelée
le "MPO"),
D'UNE PART,
ET _____ (ci après appelée la
"première Nation"),
D'AUTRE PART.

ATTENDU QUE les Parties confirment leur volonté d'entretenir une
relation fondée sur la compréhension et le respect mutuels;

ET ATTENDU QUE les Parties tiennent à la conservation, à la
protection et à la gestion des ressources halieutiques de la zone
indiquée sur le croquis de l'annexe A jointe (ci-après appelée la
"zone"),

LES PARTIES CONVIENNENT DE CE QUI SUIT :

Objet

- 1.(1) L'objet de l'entente est d'assurer la gestion de la
pêche et la participation de la première Nation à la
gestion, à la protection et à la mise en valeur des
ressources halieutiques et de l'habitat du poisson dans
la zone.
- 1.(2) La première Nation accepte les dispositions de
l'entente, notamment celles relatives à la pêche, pour
la durée de leur existence prévue dans l'entente, afin
d'assurer une gestion ordonnée des pêches et la
conservation des ressources halieutiques.
- 1.(3) Les Parties reconnaissent que l'entente ne définit ni
ne limite les droits des autochtones ou découlant de
traités et qu'elle ne vise pas à être et ne doit pas
être interprétée comme une entente ou un traité au sens
de l'article 35 de la *Loi constitutionnelle de 1982*.
- 1.(4) Les Parties reconnaissent que l'entente est le résultat
de négociations menées conformément à la loi, à la
jurisprudence et à la politique gouvernementale et qu'à
ce titre, elle ne doit pas être vue comme une preuve de
la nature ou de l'étendue de droits autochtones ou
découlant de traités, dans le domaine des pêches, et

ne doit pas être interprétée comme telle; l'entente ne porte aucun préjudice aux positions prises par l'une ou l'autre Partie en matière de droits autochtones ou découlant de traités ou concernant des titres de propriété.

- 1.(5) Aucune disposition de l'entente ne vise à créer, modifier ou à éteindre des droits autochtones ou découlant de traités que possèdent d'autres groupes autochtones, et ne doit être interprétée comme ayant cette intention.
- 1.(6) Il est de l'intention des Parties que l'entente établisse les rapports entre elles pour les questions et sujets qu'elle couvre, et qu'elle annule et remplace tous les arrangements et accords précédents qui liaient les Parties pour ces questions et sujets.

Gestion de la pêche

- 2.(1) Les Parties s'engagent à respecter les dispositions sur la pêche contenues à l'annexe B.
- 2.(2) Les Parties acceptent de partager toutes les informations qu'elles obtiendront grâce à la surveillance prévue à l'annexe B ainsi que toutes les informations utiles pour la gestion de la pêche.
- 2.(3) Les Parties s'engagent à collaborer à l'élaboration d'un programme visant à faire en sorte que la première Nation gère davantage l'exploitation qu'elle fera de la ressource, dans la zone.

Accès aux pêches commerciales communautaires

3. Les Parties s'engagent à respecter les dispositions sur l'accès aux pêches commerciales communautaires contenues à l'annexe C.

Gardes-pêche autochtones

4. Les Parties s'engagent à respecter les dispositions sur les gardes-pêche autochtones contenues à l'annexe E.

Habitat

5. Les Parties s'engagent à respecter les dispositions sur l'habitat contenues à l'annexe G.

Gestion coopérative, développement économique et financement

- 6.(1) Les Parties s'engagent à respecter les dispositions sur l'aide financière contenues à l'annexe H.
- 6.(2) Les Parties s'engagent à respecter les dispositions sur l'aide autre que financière contenues à l'annexe I.

Consultations

- 7. Une Partie peut, à sa discrétion, organiser des consultations publiques sur n'importe quel aspect de l'entente ou de sa mise en œuvre. Chaque Partie s'engage à prévenir l'autre de son intention de tenir de telles consultations et à respecter le caractère confidentiel de toutes les négociations relatives à l'entente.
- 8. Le MPO et la première Nation s'engagent à tenir les ministères fédéraux et les organismes provinciaux intéressés au fait de l'état et de la nature des négociations relatives à l'entente et à inviter ces instances à y participer, lorsque cela est indiqué.

Ratification

- 9.(1) La première Nation garantit que les représentants qui signent l'entente en son nom ont le pouvoir de représenter et de lier les membres de la première Nation à l'égard de l'entente.
- 9.(2) Le représentant qui signe l'entente au nom du MPO est habilité à conclure l'entente au nom du MPO.
- 9.(3) La signature de l'entente par les représentants évoqués au paragraphe (1) équivaut à la ratification de l'entente par la première Nation.
- 9.(4) La première Nation doit informer ses membres de la teneur de l'entente.

Durée et terme

- 10.(1) L'entente entrera en vigueur à la signature par les deux Parties et, sous réserve des paragraphes (2) à (6), le demeurera jusqu'au 31 mars 1999 ou jusqu'à ce qu'elle soit remplacée par un traité, selon la première éventualité.

- 10.(2) Une Partie peut mettre fin à l'entente sur préavis écrit de six (6) mois à l'autre Partie.
- 10.(3) Nonobstant le paragraphe (2), une Partie peut mettre fin à l'entente sur-le-champ, pour motif de non-respect par l'autre Partie des engagements qu'elle contient, en prévenant par écrit l'autre Partie de sa décision.
- 10.(4) Sous réserve de dispositions contraires dans une annexe, une Partie peut mettre fin à une annexe sur préavis écrit de six (6) mois à l'autre Partie.
- 10.(5) Nonobstant le paragraphe (4), une Partie peut mettre fin à une annexe sur-le-champ, pour motif de non-respect par l'autre Partie des engagements qu'elle contient, en prévenant par écrit l'autre Partie de sa décision.
- 10.(6) Le non-respect des dispositions d'une annexe équivaut au non-respect de l'entente.

Avis et représentants

- 11.(1) Sauf disposition contraire dans l'entente, tout avis, demande, information ou toute autre communication requis par l'entente doivent se faire par écrit et être signifiés en personne ou livrés soit par messenger soit par courrier recommandé, ou doivent être communiqués par télécopieur et, sauf avis contraire, doivent être adressés à la Partie comme suit :

au MPO

Ministère des Pêches et des Océans
200, rue Kent
11^e étage
Ottawa (Ontario)
K1A 0E6

À l'attention de :

Directeur général
Affaires autochtones

Téléphone : (613) 991-0181
Télécopieur : (613) 993-7651

à la première Nation

À l'attention de : _____

Téléphone : _____
Télécopieur : _____

- 11.(2) Les avis, demandes, instructions, informations ou autres communications sont réputés avoir été reçus lorsque le récépissé postal est signé par le destinataire (dans le cas du courrier recommandé), ou le prochain jour ouvrable, s'ils sont envoyés par télécopieur ou par messenger ou qu'ils sont signifiés en personne.
- 11.(3) Une Partie peut changer de représentant, d'adresse ou de numéro de téléphone ou de télécopieur en avertissant l'autre Partie selon les modalités décrites au paragraphe (1).

Annexes

- 12.(1) Les annexes suivantes font partie intégrante de l'entente :

Annexe A - Croquis de la zone

Annexe B-1 - Dispositions concernant la pêche

Annexe C-1 - Dispositions concernant l'accès aux pêches commerciales communautaires

(Il n'y a pas d'annexe D.)

Annexe E-1 - Dispositions concernant les gardes-pêche autochtones

(Il n'y a pas d'annexe F.)

Annexe G-1 - Dispositions concernant l'habitat

Annexe H-1 - Dispositions concernant l'aide financière

Annexe I-1 - Dispositions concernant l'aide autre que financière

- 12.(2) Il est entendu que toutes les dispositions applicables ne sont pas nécessairement acceptées par les Parties et incluses dans les annexes B-1, C-1, E-1, G-1, H-1 et I-1, lors de la signature de l'entente. Par conséquent, les Parties collaboreront ensemble et conviendront, de temps à autre, de dispositions additionnelles relatives aux questions visées par ces annexes. Lorsqu'elles conviendront de dispositions additionnelles, les Parties les inscriront à d'autres annexes, lesquelles deviendront partie intégrante de l'entente, lorsque convenu par écrit par les deux Parties.
- 12.(3) Lorsque, conformément au paragraphe (2), une annexe additionnelle devient partie de l'entente, cette annexe devra renvoyer à l'annexe à laquelle elle est rattachée, et devra porter un numéro d'ordre chronologique. Par exemple, si les dispositions additionnelles se rapportent aux dispositions relatives à la pêche énoncées dans l'annexe B-1 de l'entente, la première annexe additionnelle comportant des dispositions relatives à la pêche sera appelée "annexe B-2" de l'entente, la deuxième, "annexe B-3", et ainsi de suite.
- 12.(4) Les notes renvoyant aux annexes B, C, E, G, H ou I renvoient en fait aux annexes B-1, C-1, E-1, G-1, H-1 ou I-1 et aux annexes subséquentes devenues parties intégrantes de l'entente en vertu du paragraphe (2), de sorte qu'elles portent la même lettre.

Dispositions générales

- 13.(1) Sous réserve de la décision finale du ministre des Pêches et des Océans, le MPO et la première Nation collaboreront ensemble à la réalisation de l'entente.
- 13.(2) Aucun député à la Chambre des communes ne peut prendre part à l'entente ni jouir d'avantages qui en découleraient.
- 13.(3) Une personne assujettie aux dispositions relatives à l'après-mandat du Code régissant la conduite des titulaires de charge publique en ce qui concerne les conflits d'intérêts et l'après-mandat ou du Code régissant les conflits d'intérêts et l'après-mandat s'appliquant à la fonction publique ne peut bénéficier directement de l'entente à moins que cette personne se conforme aux dispositions applicables concernant l'après-mandat.
- 13.(4) La première Nation doit indiquer au MPO les noms de toutes les personnes qui occupent ou ont occupé un

poste de la Fonction publique et qu'elle se propose d'embaucher ou de rémunérer, avant même d'embaucher ou de rémunérer, directement ou indirectement, lesdites personnes.

- 13.(5) Toute modification à l'entente ou exemption à n'importe laquelle des dispositions de l'entente est nulle et sans effet à moins d'être faite par écrit et signée par les deux Parties.
- 13.(6) Rien, dans l'entente ni dans les actes de la première Nation ou du MPO, ne fait ni ne doit être réputé faire d'une Partie l'agent de l'autre Partie.
- 13.(7) L'une et l'autre Partie ne doit jamais se présenter comme l'agent de l'autre Partie.
- 13.(8) Toute information devant être fournie par le MPO ou à celui-ci ou encore partagée par ou avec celui-ci en vertu de l'entente est visée par la *Loi sur l'accès à l'information*, L.R.C. 1985, c. A-1, et par la *Loi sur la protection des renseignements personnels*, L.R.C. 1985, c. P-21, et leurs modifications.
- 13.(9) Lorsque, en vertu de l'entente, elle entreprend des activités, la première Nation doit respecter les dispositions de la *Loi sur les pêches*, L.R.C. 1985, c. F-14, et ses règlements d'application, ainsi que leurs modifications.
- 13.(10) Aucune disposition de l'entente n'influe de quelque façon sur des exigences fédérales ou provinciales en matière de conservation et de protection du poisson et de l'habitat du poisson ni de transformation du poisson.
- 13.(11) Sans limiter la portée des paragraphes (9) et (10), la première Nation doit s'assurer que les autorisations requises par le paragraphe 35(2) de la *Loi sur les pêches*, L.R.C. 1985, c. F-14, et les autres autorisations requises par la loi sont obtenues avant le début de toute activité concernant l'habitat ou la mise en valeur de la ressource ou d'autres activités prévues par l'entente, et doit voir à ce que ces activités soient exécutées conformément aux conditions de ces autorisations.
- 13.(12) La première Nation ne peut céder une partie ou la totalité de l'entente.
- 13.(13) Sous réserve de l'article 12 et du paragraphe (5), l'entente établit la totalité de l'accord et de l'arrangement conclus par les Parties.

- 13.(14) La première Nation dégage Sa Majesté la Reine du chef du Canada, ses ministres, fonctionnaires, employés et agents de toute responsabilité à l'égard de réclamations, demandes, pertes, actions, poursuites et procédures intentées par qui que ce soit, et contre les coûts (y compris les frais juridiques) causés par ou en raison d'un acte ou d'une omission de la part de la première Nation, de ses représentants, membres, employés, agents ou sous-traitants ou quiconque dont la première Nation est chargée en droit, dans la réalisation de l'entente, en tout ou en partie.
- 13.(15) Le MPO et la première Nation doivent se consulter de temps à autre, à la demande de l'autre Partie, au sujet de toutes les questions découlant de l'entente, et doivent coopérer pour trouver aux problèmes découlant de l'entente une solution agréant aux deux Parties.
- 13.(16) Tout travail (ou toute autre tâche) accompli par la première Nation et ses membres, ou en son nom, en vertu de l'entente doit être exécuté à la satisfaction du MPO et conformément aux normes scientifiques, critères de qualité et autres normes dont auront convenu ensemble le MPO et la première Nation.

Définitions

14. Dans l'entente,
- "DGR" désigne le Directeur général de la région du Québec du ministère des Pêches et des Océans;
- "l'entente" désigne la présente entente et ses annexes;
- "exercice financier" désigne la période de 12 mois commençant le 1^{er} avril d'une année et se terminant le 31 mars de l'année suivante;
- "garde-pêche autochtone" désigne un membre de la première Nation désigné par le ministre conformément à l'annexe E de l'entente;
- "ministre" désigne le ministre des Pêches et des Océans;
- "la pêche" désigne la pêche décrite à l'annexe B;

EN FOI DE QUOI les Parties ont signé l'entente par l'entremise de
leurs mandataires autorisés à ce faire en ce ____ jour de ____
199_.

Sa Majesté la Reine du Chef du
Canada, représentée par le ministre
des Pêches et des Océans, par le
directeur général, affaires
autochtones

Témoin

Directeur général,
Affaires autochtones, MPO

_____ par ses
représentants autorisés

Témoin

Témoin

10

ANNEXE A

NOTA : Le croquis de la zone sera ajouté.

ANNEXE B-1

La pêche

Allocation

- 1.(1) La première Nation peut pêcher les espèces suivantes et en capturer les quantités indiquées :
- (a) _____ saumons de l'Atlantique dont au moins _____ doivent être des madeleineaux; et
- (b) _____ homards.
- 1.(2) La première Nation accepte de pêcher les espèces indiquées au paragraphe (1) seulement de la manière indiquée dans la présente annexe ou dans d'autres parties de l'entente.
- 1.(3) Nonobstant le paragraphe (2), aucune disposition de la présente annexe ni du permis communautaire ne peut empêcher la première Nation de pêcher en vertu de n'importe quel autre permis délivré sous le régime de la *Loi sur les pêches* et de ses règlements d'application.
- 1.(4) La quantité de chaque espèce indiquée au paragraphe (1) comprend les poissons de ces espèces capturés accidentellement dans le cadre de l'exploitation d'une autre espèce.

Plan de pêche

- 2.(1) Le MPO accepte de gérer les différentes pêches dans le but de fournir à la première Nation une occasion raisonnable de capturer le poisson indiqué au paragraphe 1.(1).
- 2.(2) L'appendice 1 de la présente annexe indique les dates et heures auxquelles l'allocation de poisson détaillée au paragraphe 1.(1) peut être pêchée.
- 2.(3) Le DGR peut modifier par décret les eaux dans lesquelles une personne désignée peut pêcher ainsi que les dates et heures auxquelles elle peut ce faire, à condition de consulter d'abord la première Nation à ce sujet.
- 2.(4) Pour des raisons de conservation, le DGR peut réduire ou éliminer la quantité de poisson pouvant être capturé en vertu de la présente annexe s'il a consulté la première Nation à ce sujet, dans la mesure du possible.

- 2.(5) Nonobstant le paragraphe (3), lorsque cela est nécessaire pour la conservation d'un stock, le DGR peut apporter les modifications évoquées aux paragraphes (3) et (4) avant de consulter la première Nation; le DGR doit toutefois consulter la première Nation dès qu'il le peut, après avoir apporté les modifications.

Utilisation du poisson

3. La première Nation reconnaît que le poisson visé au paragraphe 1.(1) est destiné à une utilisation alimentaire, sociale et rituelle et qu'il ne peut donc pas faire l'objet d'une vente, d'un échange ou d'un troc.

Permis

- 4.(1) À des fins de gestion, le MPO délivrera à la première Nation un permis communautaire pour la capture des espèces et des quantités indiquées au paragraphe 1.(1). Le permis communautaire peut être délivré sous la forme d'un ou de plusieurs permis applicables à une espèce, à une zone ou à une période.
- 4.(2) Les modalités et conditions du permis communautaire devront refléter les dispositions de l'appendice 1 de la présente annexe ainsi que les autres dispositions de l'entente.

Certificat de désignation pour pêcher avec un permis communautaire

- 5.(1) La pêche devra être effectuée par des personnes désignées et autorisées à pêcher conformément à la méthode décrite dans la présente annexe.
- 5.(2) Sous réserve du présent paragraphe, tous les membres de la première Nation qui détiennent une carte de bande sont désignés et autorisés à pêcher. La première Nation peut désigner d'autres personnes, de la manière décrite au paragraphe 7.(1) de la présente annexe. La première Nation peut établir la liste de ses membres qui ont une carte de bande mais qui ne sont pas autorisés à pêcher en vertu d'une désignation. Lorsque la liste aura été fournie au MPO conformément au paragraphe 7.(3) de la présente annexe, les membres de la première Nation dont les noms y figureront ne seront pas désignés à pêcher en vertu du permis communautaire.
- 5.(3) Une personne qui pêche en vertu de la présente annexe doit porter sur elle sa carte de bande ou sa carte de désignation en tout temps lorsqu'elle pêche ou qu'elle

s'adonne à une activité visée par la présente annexe -- ce qui comprend la capture, le transport et le débarquement de poisson -- et elle doit montrer sa carte de bande ou sa carte de désignation à tout agent des pêches du MPO, garde-pêche du MPO ou garde-pêche autochtone qui en fait la demande.

Engins et effort de pêche

6. Le nombre total d'engins de chaque catégorie indiquée à l'appendice 1 de la présente annexe, en usage à un moment donné ne doit pas dépasser le nombre maximum indiqué dans cet appendice.

Responsabilité gestionnelle de la première Nation

7. (1) La première Nation doit désigner des personnes autorisées à pêcher en leur remettant une carte de désignation. Chaque carte est personnelle et incessible; elle doit porter un numéro unique et le nom du titulaire.
7. (2) La première Nation doit
- (a) avertir chaque personne désignée et autorisée à pêcher sous le régime du permis communautaire des dispositions de la présente annexe;
 - (b) incorporer les modalités et conditions du permis communautaire aux modalités et conditions de la carte de désignation fournie à chaque personne désignée en vertu du paragraphe (1); et
 - (c) avertir chaque personne désignée des modifications apportées à la présente annexe ainsi qu'aux modalités et conditions du permis communautaire.
7. (3) Avant que ne commence la pêche, la première Nation doit fournir au MPO la liste de ses membres qui ont une carte de bande mais qui ne sont pas désignés et donc pas autorisés à pêcher et la liste des personnes autorisées à pêcher en vertu du paragraphe (1), avec le numéro de leur carte de désignation.
7. (4) La première Nation peut modifier les listes et les numéros de carte de désignation évoqués au paragraphe (3).
7. (5) La première Nation doit fournir au MPO les listes modifiées visées au paragraphe (4) avant que les personnes nouvellement désignées, et dont les noms y

figurent, ne commencent à pêcher.

- 7.(6) La première Nation doit avertir les personnes autorisées à pêcher conformément à la présente annexe que la pêche doit se faire pour des raisons de subsistance et à des fins sociales et rituelles et que les prises ne peuvent pas faire l'objet d'une vente, d'un commerce ni de troc.
- 7.(7) La première Nation doit faire en sorte que des gardes-pêche autochtones soient présents depuis l'ouverture de la pêche jusqu'au débarquement de toutes les prises.
- 7.(8) Les Parties acceptent de respecter les dispositions sur la surveillance et les rapports énoncées à l'appendice 2 de la présente annexe et de rendre compte de tous les poissons capturés, conformément à ces mêmes dispositions.
- 7.(9) La première Nation doit fournir une copie de la présente annexe à chaque garde-pêche autochtone.

Coûts

8. La première Nation se charge de tous les coûts liés aux activités de pêche et de surveillance prévues par la présente annexe.

Autres espèces

9. Aucune disposition de la présente annexe n'empêche les Parties d'entamer des négociations sur l'exploitation d'espèces autres que celles prévues dans la présente annexe.

Entrée en vigueur

10. La présente annexe entrera en vigueur le _____ 199_ et, sous réserve de l'article 10 de l'entente, prendra fin le 31 mars 199_.

Définitions

11. Dans la présente annexe,
- "permis communautaire" désigne un permis de pêche communautaire indiqué à l'appendice 1 de la présente annexe;
- "annexe" désigne la présente annexe et les appendices 1 et 2.

APPENDICE 1 DE L'ANNEXE B-1

Permis communautaires

1. Sans que ne soit limité le caractère général des autres dispositions de la présente annexe, la pêche en vertu du permis communautaire de _____, ne peut être pratiquée que dans le respect des conditions suivantes :
 - (a) personne désignée;
 - (b) quantité maximale;
 - (c) endroit donné;
 - (d) dates et heures données;
 - (e) engins de pêche mouillés de la manière prévue et aux endroits désignés;
 - (f) nombre donné d'engins de pêche (de certaines catégories) par personne désignée;
 - (g) nombre maximal d'engins de pêche (de certaines catégories) mouillés à un moment donné;
 - (h) marquage des engins.
2. Le mode de désignation des personnes autorisées à pêcher en vertu du permis communautaire est décrit ci-dessous.

[Le mode de désignation doit être conforme aux dispositions de l'article 7, qu'il n'est pas nécessaire de reprendre ici; il serait toutefois bon de donner des précisions.]

APPENDICE 2 DE L'ANNEXE B-1

1. Les gardes-pêche autochtones, les agents des pêches du MPO et les gardes-pêche du MPO collaboreront ensemble pour recueillir des statistiques sur les prises et accomplir d'autres tâches de surveillance, dans le but de rassembler des données détaillées sur le nombre de poissons capturés.
2. Le travail de surveillance devra rendre compte de tous les poissons capturés; il se fera à l'aide d'un journal dont le format sera accepté par les Parties et qui sera vérifié par les agents des pêches et les gardes-pêche du MPO et les gardes-pêche autochtones, à terre.
3. La première Nation doit tenir un total cumulatif par espèce des prises et en faire part au MPO, à sa demande.
4. Le MPO peut, à sa discrétion, vérifier les méthodes de surveillance et notamment faire des inspections sur place.

ANNEXE C-1

Accès aux pêches commerciales communautaires

Permis communautaire de pêche commerciale

- 1.(1) Le MPO délivrera à la première Nation un permis communautaire de pêche commerciale, conformément aux dispositions de l'appendice de la présente annexe.
- 1.(2) Le permis communautaire de pêche commerciale doit comporter les modalités et conditions de son utilisation (espèce, catégorie d'engin et description du bateau), conformément à l'appendice de la présente annexe.

Certificat de désignation pour pêcher avec un permis communautaire de pêche commerciale

- 2.(1) Seule une personne désignée peut pêcher en vertu d'un permis communautaire de pêche commerciale, conformément à la présente annexe.
- 2.(2) Une personne qui pêche conformément à la présente annexe doit porter sur elle sa carte de désignation tout le temps qu'elle pêche ou qu'elle s'adonne à une activité visée par la présente annexe, ce qui comprend l'exploitation, le transport et le débarquement de poisson, et elle doit montrer sa carte de désignation à tout agent des pêches du MPO, garde-pêche du MPO ou garde-pêche autochtone qui en fait la demande.

Responsabilité gestionnelle de la première Nation

- 3.(1) La première Nation doit désigner des personnes autorisées à pêcher sous le régime du permis communautaire de pêche commerciale en leur remettant une carte de désignation. Chaque carte est personnelle et incessible; elle doit porter un numéro exclusif et le nom du titulaire.
- 3.(2) Avant que quiconque ne commence à pêcher en vertu de la présente annexe, la première Nation doit fournir au MPO la liste des personnes autorisées à pêcher en vertu du permis communautaire de pêche commerciale, avec le numéro de leur carte de désignation; si un bateau doit être utilisé pour pêcher, le nom et le numéro d'enregistrement de ce bateau doit également être indiqué.

- 3.(3) La première Nation peut modifier la liste des personnes autorisées à pêcher en vertu du permis communautaire de pêche commerciale, des numéros de cartes de désignation et des noms et numéros d'enregistrement des bateaux évoqués au paragraphe (2).
- 3.(4) La première Nation doit fournir au MPO la liste modifiée visée au paragraphe (3) avant que les personnes nouvellement désignées ne commencent à pêcher et avant que des bateaux nouvellement désignés ne soient utilisés pour pêcher.
- 3.(5) La première Nation doit : avertir chaque personne désignée et autorisée à pêcher en vertu du permis communautaire de pêche commerciale des dispositions de la présente annexe; incorporer les modalités et conditions du permis communautaire de pêche commerciale aux modalités et conditions de la carte de désignation fournie à chaque personne autorisée à pêcher en vertu du permis communautaire de pêche commerciale; avertir chaque personne désignée des modifications apportées à la présente annexe ainsi qu'aux modalités et conditions du permis communautaire de pêche commerciale.

Coûts

4. La première Nation se charge de tous les coûts liés aux activités de pêche et de surveillance prévues par la présente annexe.

Généralités

5. Toute vente de poisson effectuée en vertu de la présente annexe est assujettie aux lois fédérales et provinciales relatives à la vente, notamment les lois sur la santé et la sécurité, l'inspection, la transformation, le conditionnement, l'entreposage, l'exportation, le contrôle de la qualité et l'étiquetage.

Entrée en vigueur

6. La présente annexe entrera en vigueur le _____ 199_ et, sous réserve de l'article 10 de l'entente, prendra fin le 31 mars 199_.

Définitions

7. Dans la présente annexe,
- "Carte de désignation" désigne une carte de désignation personnelle et incessible délivrée selon la méthode

indiquée sur le permis communautaire de pêche commerciale;

"permis communautaire de pêche commerciale" désigne un permis communautaire de pêche indiqué à l'appendice de la présente annexe; et

"présente annexe" désigne la présente annexe et ses appendices.

Appendice de l'annexe C-1

Permis communautaires de pêche commerciale

1. Les permis communautaires de pêche commerciale évoqués au paragraphe 1.(1) de la présente annexe sont les suivants:
 - (a) Espèce :
Catégorie d'engin :
Longueur du bateau :
Ce permis comporte les modalités et conditions habituellement liées à un permis de pêche commerciale

 - (b) Espèce :
Catégorie d'engin :
Longueur du bateau :
Ce permis comporte les modalités et conditions habituellement liées à un permis de pêche commerciale

2. Conformément au paragraphe 22(6) du *Règlement de pêche (dispositions générales)*, quiconque pêche en vertu du permis communautaire de pêche commerciale doit se conformer à la *Loi sur les pêches* et à ses règlements d'application.
3. [Indiquer la méthode de désignation.]

ANNEXE E-1

Gardes-pêche autochtones

Désignation

- 1.(1) Au cours de l'exercice financier 199_-199_, la première Nation doit choisir parmi ses membres _____ candidats qualifiés pour devenir des gardes-pêche autochtones. Le ministre sera prié de désigner ces personnes à titre de gardes-pêche pour l'exercice financier en question, conformément à l'article 5 de la *Loi sur les pêches*. Les pouvoirs attribués aux gardes-pêche autochtones doivent être indiqués sur les certificats qui leur sont remis en vertu du paragraphe 5(2) de la *Loi sur les pêches*; ces pouvoirs ne s'appliqueront qu'à la pêche visée par la présente.
- 1.(2) Seules les personnes considérées par la première Nation comme des candidats qualifiés pour l'exercice financier visé pourront être désignées à titre de gardes-pêche autochtones conformément au paragraphe (1) de la présente annexe, pour l'exercice financier 199_-199_.
- 1.(3) Les gardes-pêche autochtones doivent répondre aux critères du MPO en matière de formation, d'autorisation de sécurité et de vérification de fiabilité.

Mandat et fonctions

- 2.(1) Les gardes-pêche autochtones sont chargés de surveiller la pêche et d'accomplir d'autres tâches prévues par la présente annexe, sous l'autorité de la première Nation. Les fonctions des gardes-pêche autochtones peuvent comporter les tâches suivantes :
 - (a) évaluer les stocks, conformément à l'entente;
 - (b) fournir des données sur les prises, conformément à l'entente;
 - (c) patrouiller sur terre et sur l'eau, pour surveiller les activités touchant à la pêche et à l'habitat;
 - (d) faire respecter la loi et notamment :
 - (i) donner des avertissements;
 - (ii) inspecter les engins de pêche et les prises et recueillir des preuves;

(iii) détenir des personnes (sans contact physique) en leur donnant les avertissements conformes à la *Charte canadienne des droits et libertés*;

(iv) prendre les dépositions de prévenus et de témoins après avoir donné aux prévenus les avertissements conformes à la *Charte canadienne des droits et libertés*;

(v) saisir du poisson et des engins;

(vi) signifier des citations à comparaître;

(vii) participer à la préparation de mémoires au tribunal et d'autres documents à utiliser en cour; et

(viii) témoigner et présenter des preuves en cour;

(e) signaler des activités dommageables pour l'habitat du poisson, s'adonner à d'autres activités relatives à l'habitat (mise en valeur, surveillance des niveaux d'eau et des passes migratoires) et recueillir des échantillons suivant les méthodes indiquées par le MPO;

(f) avoir des rapports avec :

(i) des membres de la première Nation en train de pêcher;

(ii) des pêcheurs récréatifs et commerciaux;

(iii) des organisations et des personnes qui ne font pas partie de la première Nation;

(iv) d'autres personnes intéressées;

(v) d'autres personnes du grand public;

(g) collaborer avec les agents du MPO et les consulter, quand ils surveillent des activités de pêche ou se livrent à d'autres tâches, et faire appel aux agents du MPO lorsque les circonstances nécessitent des mesures qui débordent des pouvoirs dont sont investis les gardes-pêche autochtones; et

(h) présenter à la première Nation et à l'agent local des pêches du MPO des rapports sur leurs

activités.

- 2.(2) Les gardes-pêche autochtones doivent collaborer avec les agents des pêches et les gardes-pêche du MPO et les consulter, quand ils surveillent la pêche ou se livrent à d'autres tâches prévues dans l'entente.
- 2.(3) Les Parties reconnaissent que l'étendue des fonctions des gardes-pêche autochtones pourra être élargie à mesure qu'ils acquerront de l'expérience et de la formation.

Participation à la pêche

3. Les gardes-pêche autochtones ne peuvent pas participer à la pêche.

Financement

4. La première Nation doit se charger de tous les frais liés aux gardes-pêche autochtones, ce qui comprend l'assurance-invalidité à court et à long terme, les frais de fonctionnement, la formation, les salaires et les avantages sociaux.

Formation

5. Le MPO et la première Nation feront le nécessaire pour fournir aux candidats une formation théorique et pratique et des cours sur la sécurité, ce qui peut comprendre
 - (a) la participation au programme de formation des gardes-pêche autochtones du MPO;
 - (b) la formation fournie par la première Nation ou par son entremise; et
 - (c) la formation continue, grâce à des patrouilles avec des agents ou des gardes-pêche du MPO.

Examen du statut de garde-pêche désigné

- 6.(1) Le ministre peut reconsidérer la désignation d'un garde-pêche autochtone si celui-ci s'est comporté d'une manière que le ministre juge gravement incompatible avec les fonctions ou le mandat indiqués dans la présente annexe ou sur le certificat de désignation ou encore d'une façon ne convenant pas à un garde-pêche. Le MPO exigera de toute personne dont le ministre a révoqué la désignation qu'elle rende sur-le-champ les équipements et matériels qui lui ont été confiés par le

MPO.

- 6.(2) Le chef de la première Nation peut demander au ministre de reconsidérer la désignation d'un garde-pêche autochtone.

Uniformes et équipement

7. La première Nation doit se charger de fournir aux gardes-pêche autochtones les uniformes et les autres vêtements de travail et voir à ce que le logo du MPO n'y soit apposé. Il est interdit à quiconque, sauf à un garde-pêche autochtone, de porter l'uniforme ou les vêtements de travail d'un garde-pêche autochtone, et un garde-pêche autochtone peut porter un uniforme ou ses vêtements de travail uniquement pendant qu'il est en service. Les gardes-pêche autochtones doivent toujours se comporter de manière professionnelle et doivent veiller à ce que l'équipement, confié à eux par le MPO ou par la première Nation, soit en bon état d'utilisation.
- 8.(1) La première Nation doit fournir aux gardes-pêche autochtones des équipements appropriés pour leur travail, les communications et leur sécurité personnelle.
- 8.(2) Les équipements visés au paragraphe (1) doivent comporter des appareils de communications permettant aux gardes-pêche autochtones de communiquer entre eux et avec la première Nation et le MPO.
- 8.(3) Il incombe à la première Nation d'obtenir les permis appropriés pour tous les appareils de communications qu'elle fournit aux gardes-pêche autochtones; la première Nation doit également s'assurer que les gardes-pêche autochtones ont la formation nécessaire pour utiliser correctement les appareils radio.

Armes à feu et autres pouvoirs

- 9.(1) Les Parties conviennent de ne pas remettre aux gardes-pêche autochtones d'armes à feu ni d'autres armes et qu'il leur sera interdit de porter une arme à feu ou toute autre arme dans l'exercice de leurs fonctions.
- 9.(2) Les gardes-pêche autochtones ne seront pas autorisés à utiliser le contact physique pour détenir une personne, à faire usage de la force, à faire des perquisitions, des fouilles ou des arrestations ou à saisir des véhicules ou des bateaux dans l'exercice de leurs fonctions.

Assurance

- 10.(1) La première Nation doit obtenir de l'assurance de responsabilité civile lui convenant à elle-même et au MPO.
- 10.(2) La première Nation doit fournir au MPO des copies des polices d'assurance, lorsqu'il en fait la demande.

Copies de l'annexe

- 11. La première Nation doit fournir à chaque garde-pêche autochtone une copie de la présente annexe.

Entrée en vigueur

- 12. La présente annexe entrera en vigueur le _____ 199_ et, sous réserve de l'article 10 de l'entente, prendra fin le 31 mars 199_.

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ANNEXE G-1

Habitat

[Le contenu de la présente annexe sera établi par les Parties,
conformément à l'article 12 de l'entente.]

Annexe H-1

Aide financière

Définitions

1. Dans la présente annexe,

«coûts autorisés» désigne les coûts et les dépenses approuvés par le MPO qui sont engagés et payés ou payables par la première Nation durant l'exercice financier visé au paragraphe 2.(1) pour réaliser le projet et qui sont décrits à l'appendice 1, mais exclut la taxe sur les produits et services (TPS) payée sur les coûts et les dépenses pour lesquels la première Nation peut réclamer un remboursement ou une exemption;

«contribution» désigne le montant visé au paragraphe 2.(1);

«mois» désigne un mois civil ou une partie d'un mois civil;

"permis communautaire de pêche commerciale" désigne un permis communautaire de pêche commerciale tel que défini à l'annexe C;

«projet» désigne les activités décrites à l'appendice 2, qui peuvent être davantage détaillées conformément au paragraphe 3.(2).

Contribution et rôle

2.(1) Le MPO doit accorder durant l'exercice financier 199_-199_ à la première Nation une contribution qui peut atteindre jusqu'à _____ \$ et qui doit exclusivement servir à payer des coûts autorisés. Tout intérêt réalisé par la première Nation grâce à la contribution ou à une partie de cette dernière doit aussi exclusivement servir à payer des coûts autorisés.

2.(2) Pour réaliser le projet, la première Nation doit :

- a) jouer le rôle de bénéficiaire et d'administrateur de la contribution;
- b) s'acquitter de toutes ses obligations et se conformer à toutes les dispositions définies dans la présente annexe; et
- c) coordonner le projet avec des activités reliées aux pêches accomplies par ou pour le compte de tout

autre groupe autochtone si le projet et les activités reliées aux pêches se rapportent au même bassin versant. **[Enlevez c) s'il ne s'applique pas et effectuez les changements nécessaires.]**

Exigences à respecter avant le versement d'avances

- 3.(1) La première Nation doit fournir au MPO, aussitôt que possible après l'entrée en vigueur de la présente annexe :
- a) des prévisions des coûts autorisés à payer durant l'exercice financier visé au paragraphe 2.(1) à partir du jour suivant la date d'entrée en vigueur de la présente annexe et sous la forme définie à l'appendice 3; et
 - b) des prévisions sommaires des résultats sous la forme définie à l'appendice 4.
- 3.(2) Le MPO peut, à sa discrétion, obliger la première Nation à lui fournir une description détaillée du projet conforme à la description définie à l'appendice 2 et sous une forme qui lui est acceptable. La description détaillée doit renfermer une description du projet que réalisera la première Nation et plus de détails que ceux définis à l'appendice 2 sur les obligations de la première Nation relativement à la réalisation du projet.

Méthode de paiement

Remboursement

- 4.(1) La première Nation peut préparer et fournir au MPO une demande de remboursement des coûts autorisés payés ou payables durant la période comprise entre le 1^{er} avril 199_ et la date d'entrée en vigueur de la présente annexe, laquelle demande doit inclure :
- a) un rapport des progrès enregistrés durant cette période par la première Nation au niveau de la réalisation du projet contenant des détails sur chacune des activités du projet;
 - b) un rapport sur les coûts autorisés payés ou payables durant cette période contenant des détails sur chacune des activités du projet, et
 - c) un rapport sur les coûts autorisés payés ou payables durant cette période contenant des détails sur chaque type de coût autorisé défini à l'appendice 1.

- 4.(2) Lorsque, suivant le paragraphe (1), la première Nation soumet une demande de remboursement, le MPO doit lui rembourser les coûts autorisés payés ou payables par elle durant la période couverte par la demande.

Avances

Choisir parmi les versions ci-dessous le paragraphe 5.(1) approprié. Veuillez consulter la Direction des affaires autochtones à Ottawa.

- 5.(1) Après réception des prévisions des mouvements de trésorerie visées au paragraphe 3.(1) ou 8.(3) et sous réserve des paragraphes 11.(2) et (3), le MPO doit accorder à la première Nation, au début de chaque mois, une avance égale aux coûts autorisés pour ce mois suivant les prévisions des mouvements de trésorerie établies par la première Nation.

ou

- 5.(1) Après réception des prévisions des mouvements de trésorerie visées au paragraphe 3.(1) ou 8.(3) et sous réserve des paragraphes 11.(2) et (3), le MPO doit accorder à la première Nation, au début de chaque période de trois mois, une avance égale aux coûts autorisés pour cette période de trois mois suivant les prévisions des mouvements de trésorerie établies par la première Nation.

ou

- 5.(1) Après réception des prévisions des mouvements de trésorerie visées au paragraphe 3.(1) ou 8.(3) et sous réserve des paragraphes 11.(2) et (3), le MPO doit accorder à la première Nation, au début de la première période de trois mois et à chaque mois par la suite, une avance égale aux coûts autorisés pour cette période de trois mois et chaque mois par la suite, suivant les prévisions des mouvements de trésorerie établies par la première Nation.
- 5.(2) Lorsqu'un état du solde visé à l'alinéa 8.(2) d) ou 9 a) indique que le total du remboursement, des avances et des paiements effectués à la première Nation suivant la présente annexe dépasse les coûts autorisés payés ou payables par la première Nation durant la période couverte par l'état du solde, le MPO doit déduire ce solde de l'avance ou des avances ou du paiement ou des paiements qu'il doit effectuer à la première Nation suivant le paragraphe (1) ou l'article 7.

Palements supplémentaires

- 6.(1) Après réception d'un rapport supplémentaire visé à l'article 9, le MPO peut, à sa discrétion, accroître le montant à payer durant la période couverte par les nouvelles prévisions des mouvements de trésorerie que renferme le rapport supplémentaire :
- a) en rajustant les montants des avances à accorder, suivant le paragraphe 5.(1), durant la période; ou
 - b) en versant un paiement additionnel à la première Nation.
- 6.(2) Le montant total du remboursement (le cas échéant), des avances et des paiements effectués par le MPO suivant les paragraphes 4.(2), 5.(1) et 6.(1) respectivement ne doit jamais dépasser [insérez un montant égal à 90 % du montant précisé au paragraphe 2.(1)].

Paielement final

7. Sous réserve du paragraphe 11.(1), après réception et approbation du rapport final visé à l'article 10, le MPO doit payer à la première Nation le montant, s'il en est, du total des coûts autorisés de la première Nation inscrit dans le rapport final qui dépasse tous les paiements, toutes les avances et tous les remboursements qu'il a effectués aux termes de la présente annexe.

Rapports **Rapports provisoires**

- 8.(1) Après l'entrée en vigueur de la présente annexe, le MPO est tenu d'aviser la première Nation des dates auxquelles elle doit remplir et soumettre les rapports et les autres renseignements visés au paragraphe (2), ainsi que de la période de temps que les rapports et que les autres renseignements doivent couvrir.
- 8.(2) La première Nation doit remplir et soumettre au MPO, pour chaque période de temps définie dans l'avis visé au paragraphe (1), un rapport provisoire trimestriel renfermant :
- a) un rapport des progrès qu'elle a enregistrés durant cette période au niveau de la réalisation du projet contenant des détails sur chacune des activités du projet,
 - b) un rapport sur les coûts autorisés payés ou payables durant cette période contenant des détails sur chacune des activités du projet,
 - c) un rapport sur les coûts autorisés payés ou payables durant cette période contenant des détails sur chaque type de coût autorisé défini à l'appendice 1, et
 - d) un état du solde au dernier jour de la période sous la forme définie à l'appendice 5,
- aux ou avant les dates visées au paragraphe (1).
- 8.(3) La première Nation peut soumettre de nouvelles prévisions des mouvements de trésorerie, sous la forme définie à l'appendice 3, montrant les coûts autorisés qu'elle s'attend à engager durant le reste de l'exercice financier visé au paragraphe 2.(1), conjointement avec un rapport provisoire visé au paragraphe 8.(2).

Rapports supplémentaires

9. La première Nation peut, à tout moment avant la présentation du rapport final visé à l'article 10, soumettre un rapport supplémentaire se composant :

- a) d'un état du solde à la date du rapport sous la forme définie à l'appendice 5;
- b) d'un rapport des progrès qu'elle a enregistrés à la date du rapport au niveau de la réalisation du projet contenant des détails sur chacune des activités du projet;
- c) un rapport sur les coûts autorisés payés ou payables à la date du rapport contenant des détails sur chacune des activités du projet;
- d) un rapport sur les coûts autorisés payés ou payables à la date du rapport contenant des détails sur chaque type de coût autorisé défini à l'appendice 1;
- e) de nouvelles prévisions des mouvements de trésorerie sous la forme définie à l'appendice 3.

Rapport final

10. Dans les quinze (15) jours suivant :

- a) la date où la première Nation engage des coûts autorisés d'un montant égal ou supérieur au montant maximal de la contribution, ou
- b) l'achèvement du projet, ou
- c) l'expiration ou la résiliation de la présente annexe ou de l'entente, ou
- d) la fin de l'exercice financier visé au paragraphe 2.(1), ou
- e) l'abandon du projet par la première Nation,

selon la première éventualité à se produire, la première Nation doit remplir et soumettre un rapport final renfermant :

- f) un rapport des progrès du projet contenant des détails sur chacune des activités du projet;

- g) un rapport sur les coûts autorisés payés ou payables contenant des détails sur chacune des activités du projet;
- h) un rapport sur les coûts autorisés payés ou payables contenant des détails sur chaque type de coût autorisé défini à l'appendice 1;
- i) un état du solde sous la forme définie à l'appendice 5; et
- j) un résumé des avantages sous la forme définie à l'appendice 4.

Retenue et paiements en trop

- 11.(1) Le total de tous les remboursements, de toutes les avances et de tous les paiements effectués par le MPO suivant la présente annexe ne doit jamais dépasser **[insérez le montant précisé au paragraphe 2.(1)]**.
- 11.(2) Tous les paiements effectués conformément à la présente annexe sont assujettis à l'approbation par le MPO des coûts prévus par la première Nation et des dépenses réelles de cette dernière définis dans les rapports soumis suivant les paragraphes 3.(1), 4.(1) et 8.(2) et les articles 9 et 10.
- 11.(3) Lorsque la première Nation omet de fournir :
 - a) un rapport visé au paragraphe 4.(1) ou 8.(2) ou à l'article 9 ou 10, **[ajoutez le cas échéant - ou l'état vérifié visé au paragraphe 12.(1)]**,
 - b) une description détaillée du projet conformément au paragraphe 3.(2),
 - c) les prévisions des mouvements de trésorerie visées au paragraphe 3.(1) ou
 - d) l'état du solde visé au paragraphe (4)

sous une forme acceptable au MPO, ou à la date où le rapport ou les renseignements doivent être fournis, le MPO peut, à sa discrétion, retenir tout paiement qu'il doit effectuer à la première Nation en attendant de recevoir d'elle le document ou les renseignements pertinents sous une forme qui est acceptable au MPO.

- 11.(4) Le MPO peut à tout moment, à sa discrétion, obliger la première Nation à lui fournir un état du solde sous la forme définie à l'appendice 5.
- 11.(5) Lorsque la première Nation fournit un rapport visé au paragraphe 4.(1) ou 8.(2) ou à l'article 9 ou 10, mais qu'il ne renferme pas, d'après le MPO, les renseignements exigés, le MPO peut, à sa discrétion, retenir tout paiement qu'il doit effectuer à la première Nation en attendant de recevoir d'elle les renseignements exigés.

Vérification

[CHOISISSEZ L'ARTICLE 12 APPROPRIÉ - ENTENTES DE 500 000 \$ ET PLUS SEULEMENT]

12. La première Nation doit fournir, à ses propres frais, au MPO sous une forme acceptable à ce dernier, relativement à toutes les opérations financières reliées à la contribution, un état vérifié par une personne membre, ou par une société de personnes dont les associés sont membres, en règle de l'Institut canadien des comptables agréés.
- ou
12. La première Nation doit fournir, à ses propres frais, au MPO sous une forme acceptable à ce dernier, relativement à toutes les opérations financières reliées à la contribution, un état vérifié préparé par un comptable autorisé à pratiquer dans la province **[insérez le nom de la province appropriée]** et à préparer de tels états dans cette province.
- ou
12. La première Nation doit, sur demande, permettre au MPO, ou à toute personne que ce dernier peut désigner, selon les besoins, de vérifier, de faire des copies et de prélever des extraits des livres, des comptes, des dossiers, de la documentation à l'appui, des rapports et de tous les autres documents visés à l'alinéa 13.(1) a) que le MPO juge pertinents et permettre au MPO de les examiner, de même que fournir toute l'aide nécessaire aux vérifications et aux examens.

Dispositions générales

- 13.(1) La première Nation doit :
- a) tenir des livres, des comptes, des dossiers et de la documentation à l'appui relativement à toutes les opérations financières reliées à la contribution conformément aux principes comptables généralement reconnus au Canada;

b) conserver les livres, les comptes, les dossiers et la documentation à l'appui mentionnés à l'alinéa a) avec les rapports et les autres documents reliés au projet pendant une période de deux ans suivant l'expiration ou la résiliation de la présente annexe; et

c) fournir, sur demande, au MPO toute la documentation mentionnée à l'alinéa a) en vue de son examen et de sa vérification par une personne que le MPO peut, selon les besoins, désigner.

13.(2) Dans les quinze (15) jours suivant :

a) la date où la première Nation engage des coûts autorisés d'un montant égal ou supérieur au plein montant de la contribution, ou

b) l'achèvement du projet, ou

c) l'expiration ou la résiliation de la présente annexe ou de l'entente, ou

d) la fin de l'exercice financier visé au paragraphe 2.(1) ou

e) l'abandon du projet par la première Nation

selon la première éventualité à se produire, la première Nation doit rendre au MPO tout montant de la contribution et tout intérêt réalisé à partir de cette dernière qui n'ont pas été déboursés pour le paiement de coûts autorisés.

13.(3) La première Nation doit remettre sur-le-champ au MPO, à la demande écrite de ce dernier, tout l'argent que le MPO lui a avancé et pour lequel elle n'a pas fourni de preuves satisfaisantes que cet argent a été dépensé conformément à la présente annexe.

13.(4) Tout montant que la première Nation a l'obligation de remettre ou de rembourser aux termes du paragraphe (2) ou (3) est une dette due à Sa Majesté la Reine du chef du Canada.

13.(5) Le MPO ne doit jamais effectuer un remboursement suivant le paragraphe 4.(2), ni rajuster les montants des avances ni effectuer un paiement additionnel suivant le paragraphe 6.(1) après réception du rapport final visé à l'article 10.

13.(6) Toute demande de paiement, d'information sur un paiement

ou autrement de communication ou de rapport relié à un paiement que la première Nation est obligée de fournir au MPO aux termes de la présente annexe doivent se faire par écrit et être signifiés en personne ou livrés soit par messenger soit par courrier recommandé, ou doivent être communiqués par télécopieur et, sauf avis contraire, doivent être adressés à la Partie comme suit :

Ministère des Pêches et des Océans

À l'attention de : _____

Téléphone : _____

Télécopieur : _____

- 13.(7) Les obligations de la première Nation aux termes de l'article 12 et des paragraphes (1) à (4) doivent demeurent en vigueur et continuent de lier les Parties après l'expiration ou la résiliation de la présente annexe et de l'entente.

Entrée en vigueur

14. La présente annexe entrera en vigueur le _____
199_.

Appendice 1 de l'annexe H-1

Description des coûts autorisés

Les coûts autorisés désignent les types suivants de coûts :

- a) les coûts administratifs composés :
 - i) des traitements et des avantages sociaux;
 - ii) des autres coûts de main-d'oeuvre;
 - iii) des coûts des fournitures et des matériaux; et
 - iv) des frais généraux, y compris des frais d'impression et de copie;
- b) des coûts d'exploitation composés :
 - i) des traitements et des avantages sociaux;
 - ii) des autres coûts de main-d'oeuvre;
 - iii) des coûts engagés pour l'établissement et le fonctionnement d'un ou de plusieurs bureaux;
 - iv) des coûts engagés pour construire, aménager et entretenir d'autres installations;
 - v) des coûts engagés pour acheter et louer des fournitures, des matériaux et de l'équipement nécessaires à la réalisation du projet, ce qui inclut l'achat, la location, la réparation et l'entretien des matériaux, de l'équipement et des fournitures d'évaluation de stocks, la location de véhicules et de bateaux et les coûts de transport connexes, de même que les engins de sécurité pour les équipages;
 - vi) les dépenses de déplacement, d'hébergement et de réunion et les dépenses connexes;
 - vii) les honoraires de professionnels et de consultants et les coûts de services autres que des services de règlement de litiges;
- c) les coûts engagés pour réaliser les vérifications exigées par le MPO;
- d) les coûts engagés pour racheter un ou plusieurs permis de pêche commerciale; et
- e) les coûts engagés pour acquérir un ou plusieurs bateaux de pêche.

[Prière d'enlever toutes les catégories de coûts autorisés qui ne sont pas nécessaires.]

Appendice 2 de l'annexe H-1

Description du projet

Le projet se compose des activités réalisées par la première Nation et approuvées par le MPO en rapport avec ce qui suit.

[Décrivez les activités sous forme narrative à l'aide des sujets définis sous les intitulés suivants.]

DESCRIPTION DU PROJET

1. Négociations relatives à la gestion des pêches

Soutien pour les négociations
Élaboration des positions pour les négociations
Programmes d'éducation et/ou de sensibilisation
Rencontres communautaires
Autre(s) (Précisez.)

2. Gestion des pêches autochtones

Administrations et services des pêches
Surveillance des prises
Application des règlements
Autre(s) (Précisez.)

3. Rétablissement de l'habitat

Évaluation et surveillance de l'habitat
Mise en valeur de l'habitat
Études de faisabilité
Autre(s) (Précisez.)

4. Mise en valeur du poisson

Études de faisabilité
Construction d'installations (piscicultures, chenaux, etc., par exemple)
Exploitation des installations
Mise en valeur reposant sur autre chose que des installations (fertilisation de lacs, par exemple)
Projets de mise en valeur des salmonidés
Autre(s) (Précisez.)

5. Recherche communautaire

Casier
Barrière de dénombrement
Autres relevés et projets d'évaluation
Base de données et cartographie

Recherche historique et documentation
Mise au point de techniques
Autre(s) (Précisez.)

6. Formation

Identification des besoins en formation
Élaboration de programmes d'études
Gardes-pêche autochtones
Formation de techniciens
Autre(s) (Précisez.)

7. Mise en valeur du poisson

Évaluation et surveillance de l'habitat
Mise en valeur de l'habitat
Études de faisabilité
Projets d'investissement
Projets de mise en valeur des salmonidés
Autre(s) (Précisez.)

8. Développement économique

Installations aquacoles
Pêches récréatives
Pêches commerciales
Études de faisabilité
Autre(s) (Précisez.)

9. Transfert d'allocations

Retrait de permis et achat de bateaux
Autre(s) (Précisez.)

10. Consultation des intervenants

Rencontres communautaires
Consultations stratégiques
Communications
Autre(s) (Précisez.)

11. Transfert d'installations

Piscicultures
Ports pour petits bateaux
Autre(s) (Précisez.)

Appendice 3 de l'annexe H-1

Prévisions des mouvements de trésorerie
pour l'exercice financier 19__ à 19__

MOIS	\$
AVRIL	
MAI	
JUIN	
JUILLET	
AOÛT	
SEPTEMBRE	
OCTOBRE	
NOVEMBRE	
DÉCEMBRE	
JANVIER	
FÉVRIER	
MARS	
TOTAL	

NOTA : La première Nation ne devrait inclure que les coûts autorisés qu'elle engagera dans l'avenir et laisser vides les cases des mois précédents.

Appendice 4 de l'annexe H-1.

Résumé des résultats

_____ Estimation initiale _____ Rapport final

- A. LA PÊCHE DÉCRITE À L'ANNEXE B (Déclarez le total des prises, y compris tout le poisson vendu.)

Espèce	Allocation	Prises à ce jour	Nombre de participants

B. GESTION COOPÉRATIVE

1. Description des améliorations à l'environnement comme le nettoyage d'un cours d'eau ou le rétablissement de la végétation des berges
2. Résumé des résultats de projets de recherche scientifique (Joignez-y les rapports finals.)
3. Description d'activités de mise en valeur du poisson autres que des activités piscicoles

4. Activités salmonicoles

ACTIVITÉ	ESPÈCE	Saumon (nombre de sujets)
STOCK REPRODUCTEUR		
LIBÉRATION :		
1 d'alevins non alimentés		
2 d'alevins alimentés		
3 de saumonneaux		

C. PÊCHES COMMERCIALES

1. Permis pour les pêches commerciales (permis de pêche commerciale ou permis communautaires de pêche commerciale)

Espèce	Type de permis / engin	Nombre de permis détenus cette année

D. RÉSUMÉ DE LA SITUATION DE L'EMPLOI

1. L'emploi dans le cadre d'activités de gestion des pêches et de gestion coopérative, à l'exclusion de l'emploi dans les secteurs de l'exploitation et de la transformation découlant de l'exploitation de bateaux aux termes de permis communautaires de pêche commerciale :

EMPLOI	NOMBRE DE PERSONNES	NOMBRE TOTAL DE MOIS D'EMPLOI À PLEIN TEMPS	TOTAL DES SALAIRES ET DES AVANTAGES SOCIAUX
AUTOCHTONES :			
Gardes-pêche autochtones			
Autres			
NON-AUTOCHTONES :			
Gardes-pêche autochtones			
Autres			

2. L'emploi dans les secteurs de l'exploitation et de la transformation, y compris l'emploi découlant de l'exploitation de bateaux aux termes de permis communautaires de pêche commerciale.

EMPLOI	NOMBRE DE PERSONNES	NOMBRE TOTAL DE MOIS D'EMPLOI À PLEIN TEMPS	TOTAL DES SALAIRES ET DES AVANTAGES SOCIAUX
EXPLOITATION			
AUTOCHTONES			
NON-AUTOCHTONES			
TRANSFORMATION			
AUTOCHTONES			
NON-AUTOCHTONES			

E. RÉSUMÉ DE LA FORMATION

TYPE DE FORMATION	NOMBRE DE PERSONNES	COÛT TOTAL (EN \$)	DURÉE TOTALE (EN JOURS, SEMAINES, MOIS)
GARDES-PÊCHE AUTOCHTONES			
OBSERVATEURS			
PLONGEURS AUTONOMES			
ÉCOLE TECHNIQUE ou DE MÉTIERS			
AUTRE(S)			
TOTAL			

F. IMMEUBLES ET AUTRES ACQUISITIONS D'IMMOBILISATIONS (biens durables d'une valeur initiale de 500 \$ ou plus).

DESCRIPTION		COÛT (EN \$)
1		
2		
3		
4		
TOTAL		

G. AUTRES RECETTES RÉALISÉES OU PRODUITES PAR EFFET DE LEVIER
(fonds provenant d'autres programmes de développement
économique, par exemple)

Source	Montant	Objet	Emplois qu'on prévoit de créer	Recettes annuelles qu'on prévoit de générer

46

Appendice 5 de l'annexe H-1

État du solde

Pour la période du 1^{er} avril 199_
au _____

Coûts autorisés payés ou payables \$

MOINS

Contributions du MPO reçues à ce
jour \$

SOLDE

\$

ANNEXE I-1

Aide autre que financière

[Le contenu de la présente annexe sera établi par les Parties,
conformément à l'article 12 de l'entente.]

ENTRE : Sa Majesté la Reine du chef du Canada, représentée
 par le ministre des Pêches et des Océans (MPO)

ET

(première Nation)

ENTENTE SUR LES PÊCHES

- 6.(3) Sous réserve des paragraphes (4) à (8), le MPO doit fournir, durant chacun des exercices financiers 199_-199_ à 199_-199_, une aide d'un montant de _____ \$ à la première Nation pour l'aider à financer des activités de gestion des pêches.
- 6.(4) L'aide visée au paragraphe (3) peut inclure de l'argent et des possibilités reliées aux pêches de réaliser des profits.
- 6.(5) Le MPO ne doit pas fournir l'aide visée au paragraphe (3) pendant un exercice financier avant de s'être entendu avec la première Nation sur :
- a) la partie de l'aide qui doit se composer d'argent et sur la nature, l'ampleur et la valeur des autres formes de l'aide qui doit être fournie durant cet exercice financier,
 - b) les activités de gestion des pêches qui doivent être menées et auxquelles l'aide doit servir, et
 - c) les autres modalités et conditions d'aide,
- et avant que lui-même et la première Nation, suivant l'article 12,
- d) ajoutent à l'annexe H des dispositions définissant les modalités et les conditions de toute aide financière; et
 - e) ajoutent à l'annexe I des dispositions définissant les modalités et les conditions de toute aide autre que financière.
- 6.(6) Les dispositions visées à l'alinéa (5) d) doivent revêtir la forme définie à l'annexe H-1 et inclure :
- a) une description des activités de gestion des pêches qui doivent être réalisées et auxquelles l'argent doit servir; et
 - b) une description des coûts et des dépenses auxquels l'argent peut être consacré, lesquels coûts et dépenses doivent être engagés durant l'exercice financier.
- 6.(7) Les parties ont l'intention de faire en sorte que tout montant d'argent que doit fournir le MPO, suivant le paragraphe (3), pour aider à financer des activités de gestion des pêches, diminue pendant la durée de l'entente, au fur et à mesure que d'autres sources

d'aide, y compris les profits découlant d'activités économiques reliées aux pêches entreprises par la première Nation, deviendront disponibles, l'objectif ultime étant de voir à ce que les activités de gestion des pêches réalisées par la première Nation soient, après la durée de l'entente, entièrement financées à partir de sources autres que le MPO.

6.(8) Conformément à l'article 40 de la Loi sur la gestion des finances publiques, L.R.C. 1985, c. F-11, tout paiement aux termes de l'entente est assujéti à l'existence d'un crédit pour l'exercice financier durant lequel un engagement pris en vertu de l'entente doit être acquitté.

6.(9) La première Nation est tenue de fournir au MPO, le ou avant le _____, un plan d'entreprise renfermant :

a) des prévisions relativement aux activités de gestion des pêches qu'elle doit réaliser durant l'entente et au coût de ces activités, conformément à l'intention définie au paragraphe (7);

b) un plan de développement d'activités économiques reliées aux pêches; et

c) des prévisions relativement à l'aide du MPO qui sera nécessaire à la première Nation :

i) pour réaliser les activités de gestion des pêches visées à l'alinéa a), et

ii) pour développer les activités économiques reliées aux pêches visées à l'alinéa b).

6.(10) Les prévisions relatives au coût total des activités de gestion des pêches que prévoit de réaliser la première Nation durant un exercice financier peuvent dépasser le montant de l'aide fournie suivant le paragraphe (3), mais :

a) la contribution en argent prévue par le MPO durant cet exercice financier ne doit pas dépasser ce montant, et

b) la contribution en argent dont la première Nation prévoit d'avoir besoin du MPO doit diminuer au cours de la durée du plan conformément au paragraphe (7).

DRAFT FOR DISCUSSION PURPOSES
ATLANTIC - August 2, 1995 version

This Fisheries Agreement made

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(hereinafter called "DFO")

- OF THE FIRST PART -

AND: _____
_____ (hereinafter called the "First
Nation")

- OF THE SECOND PART -

WHEREAS the Parties confirm their commitment to a relationship
based on mutual respect and understanding;

AND WHEREAS the Parties are both interested in the conservation,
protection and management of fisheries resources in the area
outlined on the sketch attached as Schedule A hereto, hereinafter
called the "Area";

NOW THEREFORE the Parties agree as follows:

Purposes

- 1.(1) The purpose of this Agreement is to provide for the
management of the Fishery and the involvement of the First
Nation in the management, protection and enhancement of
fisheries resources and fish habitat in the Area.
- 1.(2) The First Nation agrees to the provisions with respect to
the Fishery and the other provisions set out in this
Agreement, for the period of their applicability as set out
in this Agreement, for the purpose of ensuring orderly
management of fisheries and conservation of fisheries
resources.
- 1.(3) The Parties agree that this Agreement shall not serve to
define or to limit aboriginal or treaty rights and is not
intended to be, and shall not be interpreted to be, an
agreement or a treaty within the meaning of section 35 of
the Constitution Act, 1982.

- 1.(4) The Parties recognize that this Agreement is the result of negotiations conducted within the context of current legislation, jurisprudence and government policy and, as such, does not constitute, and shall not be interpreted as, evidence of the nature or extent of aboriginal or treaty fishing rights and is made without prejudice to the positions taken by either Party with respect to aboriginal or treaty rights or title.
- 1.(5) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.
- 1.(6) The Parties intend that this Agreement will establish the relationship between the Parties with respect to all matters and issues that this Agreement addresses and will supersede and replace all other arrangements and agreements between the Parties with respect to those matters and issues.

Management of the Fishery

- 2.(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B to this Agreement.
- 2.(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B and all other information pertinent to the management of the Fishery.
- 2.(3) The Parties will work together to develop a program related to increasing the involvement of the First Nation in the management of fish harvesting by the First Nation in the Area.

Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C to this Agreement.

Aboriginal Fisheries Guardians

4. The Parties agree to comply with the provisions pertaining to Aboriginal Fisheries Guardians set out in Schedule E to this Agreement.

Habitat

5. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G to this Agreement.

Co-operative Management, Economic Development and Funding

- 6.(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H to this Agreement.
- 6.(2) The Parties agree to comply with the provisions pertaining to assistance other than monetary assistance set out in Schedule I to this Agreement.

Consultations

7. A Party may, in its discretion, engage in public consultation on any aspect of this Agreement or its implementation. Both Parties agree to advise the other Party before engaging in any such consultation and agree to respect the confidentiality of any negotiations with respect to this Agreement.
8. DFO and the First Nation agree to keep relevant federal departments and relevant provincial agencies advised of the status and nature of any negotiations with respect to this Agreement and to invite such departments and agencies to participate in negotiations where appropriate.

Fisheries Management

- 8.(1) The Parties agree to comply with the provisions pertaining to fisheries management set out in Schedule K to this Agreement.

Ratification

- 9.(1) The First Nation warrants that the representative(s) who execute(s) this Agreement on behalf of the First Nation has (have) authority to bind the members of the First Nation.
- 9.(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.
- 9.(3) Execution of this Agreement by the representative(s) referred to in subsection (1) constitutes ratification of

this Agreement by the First Nation.

- 9.(4) The First Nation will inform its members of the contents of this Agreement.

Duration and Termination

- 10.(1) This Agreement will come into force on execution by both Parties and, subject to subsections (2) to (6), will terminate on March 31, 1999 or the date this Agreement is replaced by a treaty, whichever is the earlier.
- 10.(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 10.(3) Notwithstanding subsection (2), this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 10.(4) Unless otherwise provided for in a schedule to this Agreement, a schedule to this Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 10.(5) Notwithstanding subsection (4), a schedule to this Agreement may be terminated for non-compliance with the schedule immediately on notice in writing to that effect given to the other Party.
- 10.(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.

Notice and Representatives

- 11.(1) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by courier, registered mail or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

To DFO

Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention:

Director General, Aboriginal Affairs

Telephone: (613) 990-0181

Facsimile: (613) 993-7651

To First Nation

Attention:

Telephone: _____

Facsimile: _____

- 11.(2) A notice, request, direction, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile transmission or delivered in person.
- 11.(3) A Party may change its representative, address or telephone or facsimile number by giving a notice of change to the other Party in accordance with subsection (1).

Schedules

12.(1) The following Schedules form part of this Agreement:

- Schedule A - Sketch showing Area
- Schedule B-1 - Provisions pertaining to the Fishery
- Schedule C-1 - Provisions pertaining to communal
commercial fisheries access

[There is no Schedule D.]

- Schedule E-1 - Provisions pertaining to Aboriginal
Fisheries Guardians

[There is no Schedule F.]

- Schedule G-1 - Provisions pertaining to habitat
- Schedule H-1 - Provisions pertaining to monetary
assistance
- Schedule I-1 - Provisions pertaining to assistance
other than monetary assistance

[There is no Schedule J]

- Schedule K-1 - Provisions pertaining to fisheries
management.

12.(2) It is understood that, with respect to Schedules B-1, C-1, E-1, G-1, H-1, I-1, and K-1, all of the applicable provisions may not be agreed on and contained in the relevant schedules at the time of the signing of this Agreement. The Parties will therefore work together and agree from time to time on additional provisions pertaining to the matters dealt with in these Schedules. Where the Parties agree on additional provisions, the Parties will set out those provisions in additional schedules and the schedules will become part of this Agreement on the written agreement of both Parties.

12.(3) Where, pursuant to subsection (2), an additional schedule becomes part of this Agreement, the additional schedule will make reference to the particular schedule to which it relates and will be numbered in chronological order. For example, if the additional provisions relate to the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement, the first of the additional schedules setting out provisions pertaining to the Fishery will be

identified as "Schedule B-2" to this Agreement, the second additional schedule as "Schedule B-3" and so on.

- 12.(4) A reference to Schedule B, C, E, G, H, I, or K means Schedule B-1, C-1, E-1, G-1, H-1, I-1, or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection (2) and thus bear the same letter.

General

- 13.(1) Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the First Nation will work together to implement this Agreement.
- 13.(2) No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 13.(3) No individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
- 13.(4) The First Nation will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The First Nation will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 13.(5) No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.
- 13.(6) Nothing contained in this Agreement nor any acts of the First Nation or of DFO shall constitute or be deemed to constitute the First Nation as an agent of DFO or DFO as an agent of the First Nation.
- 13.(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 13.(8) Any information to be provided by or to DFO or shared by or with DFO pursuant to this Agreement shall be subject to the Access to Information Act, R.S.C. 1985, c. A-1, and the Privacy Act, R.S.C. 1985, c. P-21, as amended from time to time.

- 13.(9) Where, pursuant to this Agreement, the First Nation undertakes activities, the First Nation will comply with the Fisheries Act, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.
- 13.(10) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 13.(11) Without limiting the generality of subsections (9) and (10), the First Nation will ensure that any authorizations required pursuant to subsection 35(2) of the Fisheries Act, R.S.C. 1985, c. F-14 and any other authorizations required by law are obtained prior to the commencement of any habitat, enhancement or other activities, under this Agreement, and that those activities are conducted in accordance with those authorizations.
- 13.(12) The First Nation shall not assign this Agreement or any part thereof.
- 13.(13) Subject to section 12 and subsection (5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 13.(14) The First Nation shall indemnify and save harmless Her Majesty the Queen in right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the First Nation, its officers, members, employees, agents, contractors or anyone for whom the First Nation is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.
- 13.(15) DFO and the First Nation shall consult from time to time at the request of each other on all matters arising out of this Agreement and will work together to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 13.(16) Any work or other activities carried out by or on behalf of the First Nation and any members of the First Nation pursuant to this Agreement shall be carried out to the satisfaction of DFO and in accordance with scientific standards, quality standards, and other standards established jointly by DFO and the First Nation.
- 13.(17) The obligations of the First Nation under subsection (14) shall survive the termination of this Agreement.

- 13.(18) The First Nation shall purchase, provide and maintain insurance, including third party liability insurance, suitable to both the First Nation and DFO.
- 13.(19) The First Nation will provide DFO with copies of the insurance policies referred to in subsection (18) on request.

Definitions

14. In this Agreement,

"Aboriginal Fisheries Guardian" means a member of the First Nation who is designated by the Minister further to Schedule E to this Agreement;

"Agreement" means this agreement and the schedules thereto;

"Fiscal Year" means the twelve month period beginning with April 1 of a year and ending with March 31 of the next year;

"Fishery" means the fishing described in Schedule B;

"Minister" means the Minister of Fisheries and Oceans;

"RDG" means the Director General, _____ Region, Department of Fisheries and Oceans; **[Insert name of the Region]**

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IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf this ____ day of _____, 199_.

by its duly authorized representative(s)

Witness

Witness

Her Majesty the Queen in right of
Canada as represented by the
Minister of Fisheries and Oceans by
Director General, Aboriginal Affairs
Branch

Director General, Aboriginal
Affairs Branch, Department of
Fisheries and Oceans

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SCHEDULE A

Note: Sketch with Area outlined to be added.

SCHEDULE B-1

Fishery

Allocation

- 1.(1) The First Nation may fish for the following species in the quantities set out below:
 - (a) _____ Atlantic salmon of which a minimum of ____ must be grilse; and
 - (b) lobster, no limitations on quantity.
- 1.(2) The First Nation agrees to limit its fishing for the species listed in subsection (1) to fishing as set out in this Schedule or elsewhere in the Agreement.
- 1.(3) Notwithstanding subsection (2), nothing in this Schedule or the Communal Licence will prevent the First Nation from fishing under the authority of any other licence issued under the Fisheries Act and the regulations made pursuant to that Act.
- 1.(4) The quantity of each species set out in subsection (1) includes any fish of that species taken as by-catch where fishing is directed against any other species.

Fishing Plan

- 2.(1) DFO agrees to manage the various fisheries with the goal of providing the First Nation with a reasonable opportunity to catch the fish set out in subsection 1(1).
- 2.(2) The dates and times on which fishing for the allocation for the species set out in subsection 1(1) may occur are as set out in Appendix 1 to this Schedule.
- 2.(3) Where the RDG consults with the First Nation on variations to the waters in which, or the dates and times on which a designated person may fish, the RDG may, by order, vary those waters, dates or times.
- 2.(4) The RDG may, for conservation reasons, reduce or eliminate the amount of fish that may be taken further to this Schedule if the RDG has consulted, where possible, with the First Nation on the reduction or elimination.
- 2.(5) Notwithstanding subsection (3), where it is necessary for conservation of a stock, the RDG may make the variations referred to in subsection (3) or (4) before consulting the First Nation, but the RDG must consult with the First Nation at the first available opportunity.

Disposition of Fish

3. The First Nation agrees that the fish referred to in subsection 1(1) are for food, social and ceremonial purposes and may not be sold, traded or bartered.

Licensing

- 4.(1) For management purposes, DFO will issue to the First Nation a Communal Licence to catch the species and quantity of fish set out in subsection 1(1). The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4.(2) The terms and conditions of the Communal Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement.

Proof of Designation to Fish under the Licence

- 5.(1) The fishing described in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5.(2) Subject to this subsection, all members of the First Nation who have a Band card are designated to fish. The First Nation may designate additional persons as set out in subsection 7(1) of this Schedule. The First Nation may prepare a list of its members who have a Band card but who nevertheless are not designated to fish. Once the list is provided to DFO pursuant to subsection 7(3) of this Schedule, the members of the First Nation whose names are on the list are not designated to fish.
- 5.(3) A person fishing as set out in this Schedule will carry a Band card or a designation card at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Band card or designation card to a DFO fishery officer, a DFO fishery guardian or an Aboriginal Fisheries Guardian on request.

Gear and Effort

6. The total number of each type of gear identified in Appendix 1 to this Schedule in use at any one time shall not exceed the maximum number identified in that Appendix.

Management Responsibility of the First Nation

- 7.(1) The First Nation will designate persons to fish by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.

7.(2) The First Nation will

(a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;

(b) incorporate the terms and conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated pursuant to subsection (1); and

(c) notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions of the Communal Licence.

7.(3) Before the fishing described in this Schedule commences, the First Nation will provide to DFO a list of the names of the members of the First Nation who have Band cards but who nevertheless are not designated to fish and a list of the names of all persons designated to fish pursuant to subsection (1) together with their designation card number.

7.(4) The First Nation may amend the names and designation card numbers in the lists referred to in subsection (3).

7.(5) The First Nation will provide the amended lists referred to in subsection (4) to DFO before the persons who are newly designated and whose names are set out therein commence fishing.

7.(6) The First Nation will notify the persons who may fish as set out in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.

7.(7) The First Nation will have Aboriginal Fisheries Guardians present during openings of the Fishery and until all fish are landed.

7.(8) The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 2 to this Schedule and to account for all fish as set out in those provisions.

7.(9) The First Nation will provide a copy of this Schedule to each Aboriginal Fisheries Guardian.

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Costs

8. The First Nation is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.

Other Species

9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

Coming into Force

10. This Schedule will come into force as of _____, 19__ and, subject to section 10 of the Agreement, will terminate on March 31, 19__.

Definitions

11. In this Schedule,
- "Communal Licence" means any communal fishing licence specified in Appendix 1 to this Schedule;
- "Schedule" means this schedule and Appendices 1 and 2.

APPENDIX 1 TO SCHEDULE B-1

Communal Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under the communal fishing licence for _____ other than in accordance with the following conditions:
 - (a) By a designated person;
 - (b) Maximum quantity:
 - (c) Location:
 - (d) Dates and Times:
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (f) Number of Fishing Gear/ Type per designated person:
 - (g) Maximum Number of Fishing Gear/ Type at Any One Time:
 - (h) Gear Marking:
2. The method of designating persons who may fish under the authority of the communal licence is as follows:

[This must be consistent with s. 7. There is no need to repeat what is in s. 7, but additional detail could be set out.]

APPENDIX 2 TO SCHEDULE B-1

1. Aboriginal Fisheries Guardians, DFO fishery officers and DFO fishery guardians will work cooperatively to conduct ground hails (catch statistics gathering) and other monitoring activities for the purpose of gathering detailed information on the number of fish caught.
2. Monitoring will account for all fish caught and will be documented in a log book format mutually agreed to by the Parties and verified by DFO fishery officers or DFO fishery guardians and by Aboriginal Fisheries Guardians on the ground.
3. The First Nation shall keep a running total by species of the number of fish harvested and shall provide the total to DFO on request.
4. DFO may, in its discretion, verify the monitoring processes, including on-site inspections.

SCHEDULE C-1

Communal Commercial Fisheries Access

Licensing

- 1.(1) DFO will issue to the First Nation a Communal Commercial Licence as may be specified in the appendix to this Schedule.
- 1.(2) The Communal Commercial Licence shall contain the terms and conditions for a commercial fishing licence for the species, gear type and vessel description, as set out in the appendix to this Schedule.

Proof of Designation to Fish under the Communal Commercial Licence

- 2.(1) No person other than a designated person may fish as set out in this Schedule.
- 2.(2) A person fishing as set out in this Schedule will carry a Communal Commercial Designation Card, as set out in the appendix to this Schedule, at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Communal Commercial Designation Card to a DFO fishery officer, a DFO fishery guardian or an Aboriginal Fisheries Officer on request.

Management Responsibility of the First Nation

- 3.(1) The First Nation will designate persons to fish under the authority of the Communal Commercial Licence by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 3.(2) Before fishing under the Communal Commercial Licence commences, the First Nation will provide to DFO a list of the names of all persons designated to fish under the licence, together with their Communal Commercial Designation Card number and, where a vessel is to be used for fishing, the name and registration number of the vessel.
- 3.(3) The First Nation may amend the list of names of persons designated to fish under the Communal Commercial Licence, their Communal Commercial Designation Card numbers and the names and registration numbers of the vessels referred to in subsection (2).

- 3.(4) The First Nation will provide the amended list referred to in subsection (3) to DFO before the persons newly designated commence fishing and before any newly designated vessel is used.
- 3.(5) The First Nation will notify each person designated to fish under the authority of the Communal Commercial Licence of the terms and conditions of this Schedule and will incorporate the terms and conditions of the Communal Commercial Licence into the terms and conditions of the Communal Commercial Designation card provided to each person designated and the First Nation will notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions in the Communal Commercial Licence.

Costs

4. The First Nation is responsible for all costs associated with fishing activities referred to in this Schedule.

General

5. Any sale of fish under this Schedule will be subject to all federal and provincial laws related to sale, including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

Coming into Force

6. This Schedule will come into force as of _____, 19__ and, subject to section 10 of the Agreement, will terminate on March 31, 19__.

Definitions

7. In this Schedule,

"Communal Commercial Designation Card" means a personal and non-transferable designation card issued in accordance with the method specified in the Communal Commercial Licence;

"Communal Commercial Licence" means any communal fishing licence specified in the appendix to this Schedule; and

"Schedule" means this schedule and the attached appendix.

Appendix to Schedule C-1

Communal Commercial Licence(s)

1. The following lists the communal fishing licence(s) referred to in subsection 1(1) of this Schedule:
 - (a) Species of fish:
Gear type:
Vessel length
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
 - (b) Species of fish:
Gear type:
Vessel length:
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
2. In accordance with subsection 22(6) of the Fishery (General) Regulations, compliance with the Fisheries Act and all other regulations made under the Fisheries Act will be a condition of the Communal Commercial Licence.
3. {set out the method of designation}

SCHEDULE E-1

Aboriginal Fisheries Guardians

Designation

- 1.(1) The First Nation shall, during the 199_-9_ Fiscal Year, select _____ members of the First Nation as suitable candidates to be Aboriginal Fisheries Guardians. The Minister will be requested to designate those individuals as fishery guardians for that Fiscal Year pursuant to section 5 of the Fisheries Act. The powers of the Aboriginal Fisheries Guardians shall be defined in their certificates issued under subsection 5(2) of the Fisheries Act and shall be limited to the Fishery.
- 1.(2) No member of the First Nation shall be designated as an Aboriginal Fisheries Guardian further to subsection (1) of this Schedule for the 199_-9_ Fiscal Year unless the First Nation selects the member as a suitable candidate for that Fiscal Year.
- 1.(3) Aboriginal Fisheries Guardians must meet DFO's training requirements, security clearance and reliability checks.

Role and Duties

- 2.(1) The Aboriginal Fisheries Guardians' role is to monitor the Fishery and to carry out other duties in accordance with this Schedule under the direction of the First Nation. The duties of Aboriginal Fisheries Guardians may include the following:
 - (a) stock assessment activities in accordance with the Agreement;
 - (b) providing catch information in accordance with the Agreement;
 - (c) carrying out patrols on land and water to monitor fishing and habitat activities;
 - (d) carrying out enforcement functions including
 - (i) issuing warnings,
 - (ii) inspecting fishing gear and fish and otherwise gathering evidence,
 - (iii) detention without physical contact and with the appropriate Charter warnings,
 - (iv) taking statements from accused persons, with the appropriate Charter warnings, and from witnesses,
 - (v) seizing fish and fishing gear,

- (vi) issuing appearance notices,
- (vii) assisting in the preparation of court briefs and other court documents, and
- (viii) testifying in court and providing evidence in court;

(e) reporting activities that are harmful to fish habitat and participating in other habitat matters; habitat enhancement activities; monitoring water levels and fish-ways; and collecting samples in accordance with procedures specified by DFO;

(f) interacting with

- (i) members of the First Nation engaged in fishing,
- (ii) persons engaged in commercial and recreational fishing,

(iii) entities and persons who are not members of the First Nation,

(iv) other interested parties, and

(v) other members of the public;

(g) consulting and working cooperatively with DFO enforcement personnel when monitoring fishing activities or carrying out other activities and calling on DFO enforcement personnel when circumstances require action beyond the authority of the Aboriginal Fisheries Guardians; and

(h) providing reports on their activities to the First Nation and to the local DFO fishery officer.

- 2.(2) The Aboriginal Fisheries Guardians will consult with and work cooperatively with DFO fishery officers and DFO fishery guardians when monitoring the Fishery or carrying out other activities referred to in the Agreement.
- 2.(3) The Parties recognize that as the training and experience of the Aboriginal Fisheries Guardians increase, the scope of their duties may also increase.

Participation in Fishery

- 3. The Aboriginal Fisheries Guardians will not participate in the Fishery while on duty.

Funding

- 4. The First Nation is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Aboriginal Fisheries Guardians.

Training

5. DFO and the First Nation will attempt to provide academic, technical and safety training. The training may include
- (a) participation in DFO's Aboriginal Guardian Training Program;
 - (b) training provided by or through the First Nation's initiatives; and
 - (c) ongoing training through joint patrols.

Review of Designation

- 6.(1) The Minister may review the designation of an Aboriginal Fisheries Guardian after any conduct considered by the Minister to be a serious breach of the duties or roles set out herein or in the designation certificate, or any conduct considered to be inappropriate for a fishery guardian. If the Minister revokes the designation, DFO will require the immediate return of any materials or equipment issued by DFO.
- 6.(2) The chief of the First Nation may request the Minister to review the designation of an Aboriginal Fisheries Guardian.

Uniforms and Equipment

7. The First Nation is responsible for providing the Aboriginal Fisheries Guardians with uniforms or other working attire and shall ensure that no DFO logo is used on the uniforms or attire. No person, other than an Aboriginal Fisheries Guardian, shall wear the uniform or other working attire and the Aboriginal Fisheries Guardians shall not wear the uniform or other working attire except when on duty. Aboriginal Fisheries Guardians shall at all times conduct themselves in a professional manner and shall maintain all equipment, both issued by DFO and by the First Nation, in good working condition.
- 8.(1) The First Nation shall provide the Aboriginal Fisheries Guardians with the appropriate equipment for operations, communications and personal safety needs.
- 8.(2) The equipment referred to in subsection (1) shall include communications equipment that allows Aboriginal Fisheries Guardians to communicate with each other, the First Nation and DFO.
- 8.(3) The First Nation will obtain the appropriate licences for any communication equipment that it provides to the Aboriginal Fisheries Guardians and will ensure that the Aboriginal Fisheries Guardians are trained in the appropriate use of radio equipment.

Firearms and Other Authority

- 9.(1) The Parties agree that the Aboriginal Fisheries Guardians shall not be issued firearms or any other weapons and will not carry firearms or any other weapons in the course of their duties.
- 9.(2) The Aboriginal Fisheries Guardians shall not be authorized to use physical contact in detaining any person, use force, search, arrest, or seize vehicles or vessels in the course of their duties.

Copies of Schedule

10. The First Nation shall provide a copy of this Schedule to each of the Aboriginal Fisheries Guardians.

Coming into Force

11. This Schedule will come into force as of _____, 19__ and, subject to section 10 of the Agreement, will terminate on March 31, 199_.

Definitions

12. In this Schedule, "Schedule" means this schedule.

SCHEDULE G-1

Habitat

[Schedule may be agreed on pursuant to section 12 of the Agreement.]

Schedule H-1

Monetary Assistance

Definitions

1. In this Schedule,

"Allowable Costs" means costs and expenses approved by DFO that are incurred by and are paid or payable by the First Nation during the Fiscal Year referred to in subsection 2(1) of this Schedule in carrying out the Project and that are described in Appendix 1 to this Schedule, but does not include any Goods and Services Tax (GST) paid in relation to those costs and expenses for which the First Nation may claim reimbursement or exemption;

"Communal Commercial Licence" means a Communal Commercial Licence as defined in Schedule C;

"Contribution" means the amount referred to in subsection 2(1);

"month" means a calendar month or part of a calendar month;

"Project" means the activities described in Appendix 2 to this Schedule, as may be described in more detail in accordance with subsection 3(2).

Contribution and Role

2.(1) DFO will contribute to the First Nation up to \$ _____ during the Fiscal Year 19__-19__ to be used exclusively for paying Allowable Costs. Any interest earned by the First Nation on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs.

2.(2) In carrying out the Project, the First Nation will

(a) act as recipient and administrator of the Contribution;

(b) carry out all its obligations and comply with all the terms and conditions set out in this Schedule; and

(c) coordinate the Project with fisheries related activities carried out by or on behalf of any other aboriginal group if the Project and the fisheries related activities are in respect of the same watershed.

[remove (c) if not applicable and make necessary changes]

Requirements Prior to Advances

- 3.(1) The First Nation will provide to DFO, as soon as possible after the coming into force of this Schedule,
- (a) a projection of Allowable Costs to be paid during the Fiscal Year referred to in subsection 2(1) commencing on the day following the date this Schedule comes into force, in the form as set out in Appendix 3 to this Schedule; and
 - (b) a projected summary of results in the form as set out in Appendix 4 to this Schedule.
- 3.(2) DFO may, in its discretion, require the First Nation to provide to DFO a detailed description of the Project that is consistent with the description set out in Appendix 2 to this Schedule and that is in a form acceptable to DFO. The detailed description will describe the Project to be undertaken by the First Nation and the First Nation's obligations in carrying out the Project in more detail than is set out in Appendix 2 to this Schedule.

Method of Payment

Reimbursement

- 4.(1) Where this Schedule comes into force after April 1, 19__, the First Nation may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 19__ to the date of the coming into force of this Schedule, which claim will include
- (a) a report on the progress of the First Nation in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project; and
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule.
- 4.(2) Where pursuant to subsection (1), the First Nation submits a claim for reimbursement, DFO will reimburse the First Nation for Allowable Costs paid or payable by the First Nation during the period covered by the claim.

Advances

Select the appropriate subsection 5(1) depending on the amount of the Contribution. Please consult with Native Affairs, Ottawa.

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each month, DFO will provide an advance to the First Nation equal to the Allowable Costs for that month that the First Nation projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each three month period, DFO will provide an advance to the First Nation equal to the Allowable Costs for that three month period that the First Nation projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of the first three month period and monthly thereafter, DFO will provide an advance to the First Nation equal to the Allowable Costs for that three month period or month that the First Nation projected in the cash flow projection.

- 5.(2) Where a statement of balance referred to in paragraph 8(2)(d) or 9(a) indicates that the total of the reimbursement, advances and payments paid to the First Nation pursuant to this Schedule exceed Allowable Costs paid or payable by the First Nation during the period covered by the statement of balance (the "Positive Balance"), DFO shall deduct the Positive Balance from any advance or advances, or payment or payments to be made by DFO to the First Nation pursuant to subsection (1) or section 7.

Supplementary Payments

- 6.(1) Following receipt of a supplementary report referred to in section 9, DFO may, in its discretion, increase the amount to be paid during the period covered by the revised cash flow projection contained in the supplementary report by:

(a) adjusting the amounts of the advances to be provided, pursuant to subsection 5(1), during the period; or

(b) paying an additional payment to the First Nation.

- 6.(2) In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 4(2), 5(1), and 6(1) respectively, exceed [insert an amount equal to 90% of the amount specified in subsection 2(1)]

Final Payment

7. Subject to subsection 11(1) of this Schedule, following receipt and approval of the final report referred to in section 10, DFO will pay to the First Nation the amount, if any, by which the First Nation's total Allowable Costs as reported in the final report exceed all payments, advances and reimbursements made by DFO under this Schedule.

Reports

Interim Reports

- 8.(1) After the coming into force of this Schedule, DFO will notify the First Nation of the dates by which the First Nation is to have completed and submitted the reports and other information referred to in subsection (2) and the period of time which the reports and other information are to cover.
- 8.(2) The First Nation will complete and submit to DFO for each period of time set out in the notice referred to in subsection (1), an interim report containing
- (a) a report on the progress of the First Nation in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and
 - (d) a statement of balance as of the last day in the period in the form as set out in Appendix 5 to this Schedule;
- on or before dates referred to in subsection (1).
- 8.(3) The First Nation may, in conjunction with an interim report referred to in subsection 8(2), submit a revised cash flow projection in the form as set out in Appendix 3 to this Schedule, showing Allowable Costs the First Nation expect to incur during the remainder of the Fiscal Year referred to in subsection 2(1).

Supplementary Reports

9. The First Nation may, at any time prior to the submission of the final report referred to in section 10, submit a supplementary report consisting of:

- (a) a statement of balance as of the date of the report in the form as set out in Appendix 5 to this Schedule;
- (b) a report on the progress of the First Nation in carrying out the Project to the date of the report, itemized in relation to each of the activities of the Project;
- (c) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each of the activities of the Project;
- (d) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
- (e) a revised cash flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within fifteen (15) days following

- (a) the First Nation incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution, or
- (b) completion of the Project,
- (c) termination of this Schedule or the Agreement,
- (d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or
- (e) abandonment of the Project by the First Nation,

whichever first occurs, the First Nation will complete and submit a final report containing:

- (f) a progress report on the Project itemized in relation to each of the activities of the Project;
- (g) a report on Allowable Costs paid or payable, itemized in relation to each of the activities of the Project;
- (h) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
- (i) a statement of balance in the form as set out in Schedule 5 to this Schedule; and
- (j) a summary of benefits in the form as set out in Appendix 4 to this Schedule.

Holdback and Overpayments

- 11.(1) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Schedule exceed **[insert amount specified in subsection 2(1)]**.
- 11.(2) All payments made pursuant to this Schedule are subject to DFO approving the First Nation's projected costs and actual expenditures as set out in the reports submitted pursuant to subsections 3(1), 4(1) and 8(2) and sections 9 and 10.
- 11.(3) Where the First Nation fails to provide
- (a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10, **[add if applicable - or the audited statement referred to in subsection 12(1)]**,
 - (b) a detailed description of the Project in accordance with subsection 3(2),
 - (c) the cash flow projection referred to in subsection 3(1), or
 - (d) the statement of balance referred to in subsection (4)
- in a form acceptable to DFO, or by the date the report or information is due, DFO may, in its discretion, withhold any payment to be made by DFO to the First Nation pending receipt by DFO from the First Nation of the relevant document or information in a form acceptable to DFO.
- 11.(4) DFO may, in its discretion, require the First Nation to provide a statement of balance in the form as set out in Appendix 5 to this Schedule at any time.
- 11.(5) Where the First Nation provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 but the report does not, in DFO's opinion, contain the information required for the report, DFO may, in its discretion, withhold any payment to be made by DFO to the First Nation pending receipt by DFO from the First Nation of the information required.

Audit

[PICK THE APPROPRIATE SECTION 12 - AGREEMENTS \$500,000 AND OVER ONLY]

12. The First Nation, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants.

or

12. The First Nation, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with

respect to all financial transactions related to the Contribution prepared by an accountant certified to practise in the Province of [insert the name of the applicable province] and authorized to prepare such statements in that Province.

or

12. The First Nation shall, on demand, permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 13(1)(a) as it deems fit and shall provide all necessary assistance for the audits and examinations.

General Provisions

- 13.(1) The First Nation shall,

(a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;

(b) preserve the books, accounts, records and supporting documentation mentioned in paragraph (a) together with reports and any other documents related to the Project for a period of two years following termination of this Schedule; and

(c) on demand, provide to DFO any of the documentation mentioned in paragraph (a) for examination and audit by any person that DFO may from time to time designate.

- 13.(2) Within fifteen (15) days following

(a) the First Nation having incurred Allowable Costs in an amount equal to or exceeding the full amount of the Contribution,

(b) completion of the Project described,

(c) termination of this Schedule or the Agreement,

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or

(e) abandonment of the Project by the First Nation,

whichever first occurs, the First Nation shall repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Allowable Costs.

- 13.(3) The First Nation shall refund to DFO, forthwith on written request by DFO, any moneys advanced to the First Nation for which unsatisfactory evidence has been furnished by the First Nation that the moneys have been expended in accordance with this Schedule.
- 13.(4) Any amount that the First Nation is under an obligation to refund or reimburse under subsection (2) or (3) shall be a debt owing to Her Majesty the Queen in right of Canada.
- 13.(5) In no event will DFO make a reimbursement pursuant to subsection 4(2) or adjust the amounts of advances or pay an additional payments pursuant to subsection 6(1) following receipt of the final report referred to in section 10.
- 13.(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the First Nation to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans

Attention: _____
Telephone: _____
Facsimile: _____

- 13.(7) The obligations of the First Nation under section 12 and subsections (1) to (4) shall survive the termination of this Schedule and the Agreement.
- 13.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

Coming into Force

14. This Schedule comes into force as of _____, 19__.

Appendix 1 to Schedule H-1

Description of Allowable Costs

Allowable Costs will consist of the following types of Allowable Costs:

- (a) administrative costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) supplies and materials costs; and
 - (iv) overhead including printing and copying charges;
- (b) operational costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) costs incurred in establishing and operating an office or offices;
 - (iv) costs incurred in constructing, establishing and maintaining other facilities;
 - (v) costs incurred in purchasing and renting supplies, materials and equipment needed to carry out the Project, including the purchase, lease, repair and maintenance of stock assessment materials, equipment and supplies, vehicle and boat rentals and related transportation costs, and crew safety gear;
 - (vi) travel, accommodation, meeting and related expenses;
 - (vii) professional fees, consultants' fees and other services other than litigation costs;
- (c) costs incurred in carrying out any audits required by DFO;
- (d) the costs incurred in retiring one or more commercial fishing licences; and
- (e) the costs incurred in acquiring one or more fishing vessels.

[please remove any Allowable Costs categories that are unnecessary]

Appendix 2 to Schedule H-1

Description of the Project

The Project consists of activities carried out by the First Nation and approved by DFO related to the following:

{Describe the activities in narrative form using the topics set out under the following headings}

PROJECT DESCRIPTION

1. Negotiation of Fisheries Management

Negotiation Support
Negotiations Positions Development
Education/Awareness Programs
Community Meetings
Other (specify)

2. Management of Aboriginal Fishing

Fishing Authorities and Services
Catch Monitoring
Enforcement
Other (specify)

3. Habitat Restoration

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Other (specify)

4. Fish Enhancement

Feasibility Studies
Facilities construction (eg. hatcheries, channels)
Facilities operation
Non-facility based enhancement (eg. lake fertilization)
Salmon enhancement projects
Other (specify)

5. Community Based Research

Fish Trap
Counting Fence
Other Surveys and Assessment Projects
Database and Mapping
Historical Research and Documentation
Technique Development
Other (Specify)

6. Training

Identification of training needs
Development of curricula
Aboriginal Fisheries Guardian
Technician Training
Other (specify)

7. Fish Enhancement

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Capital Projects
Salmon enhancement projects
Other (specify)

8. Economic Development

Aquaculture facilities
Recreational fisheries
Commercial fisheries
Feasibility Studies
Other (specify)

9. Allocation Transfer

Retire licences and purchase vessels
Other (specify)

10. Stakeholder Consultation

Community meeting
Policy Consultations
Communications
Other (specify)

11. Facilities Transfer

Hatcheries
Small Craft Harbours
Other (specify)

Appendix 3 to Schedule H-1

Cash Flow Projection

for the Fiscal Year 19__ to 19__

MONTH	\$
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
TOTAL	

NOTE: The First Nation should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

Appendix 4 to Schedule H-1

Summary of Results

_____ Initial Estimate _____ Final Report

A. THE FISHERY DESCRIBED IN SCHEDULE B (report total catch, including any fish sold)

Species	Allocation	Catch to Date	No. of Participants

B. COOPERATIVE MANAGEMENT

1. Description of environmental improvements such as stream clearing or river bank revegetation.
2. Summary of results of scientific research projects (attach final reports).
3. Description of fish enhancement other than hatchery activities.

4. Salmon hatchery activities:

SPECIES ACTIVITY	Salmon (number)
BROODSTOCK	
RELEASES:	
1 Unfed Fry	
2 Fed Fry	
3 Smolts	

C.COMMERCIAL FISHERIES

1. Licences for commercial fisheries (commercial licences or Communal Commercial Licences)

Species	Licence type/Gear	Number of Licences held this year

D. EMPLOYMENT SUMMARY

1. Employment in fishery management and cooperative management activities, excluding employment in harvesting and processing resulting from the operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
ABORIGINAL:			
Aboriginal Fisheries Guardians			
Other			
NON-ABORIGINAL:			
Aboriginal Fisheries Guardians			
Other			

2. Employment in harvesting and processing, including employment resulting from the operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING			
ABORIGINAL			
NON-ABORIGINAL			
PROCESSING			
ABORIGINAL			
NON-ABORIGINAL			

E. TRAINING SUMMARY

TYPE OF TRAINING	NO. OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (DAYS,WKS,MTHS)
ABORIGINAL FISHERIES GUARDIANS			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
TOTAL			

F. BUILDINGS AND OTHER CAPITAL ACQUISITIONS (durable goods with an initial value of \$500 or more):

	DESCRIPTION	COST (\$)
1		
2		
3		
4		
TOTAL		

G. OTHER REVENUES GENERATED/LEVERAGED (e.g. funding from other economic development programs)

Source	Amount	Purpose	Projected Jobs Created	Projected Annual Revenues Generated

43

Appendix 5 to Schedule H-1

Statement of Balance

For the period from April 1, 19__
to _____

Allowable Costs paid or payable \$

MINUS

Contributions from DFO
received to date \$

BALANCE

\$

=====

44

SCHEDULE I-1

Non-monetary Assistance

[Schedule may be agreed on pursuant to section 12 of the Agreement.]

SCHEDULE K-1

Fisheries Management

[Schedule may be agreed on pursuant to section 12 of the Agreement.]

BETWEEN: Her Majesty the Queen in right of Canada as represented by
the Minister of Fisheries and Oceans (DFO)

AND:

_____ (First Nation)

FISHERIES AGREEMENT

- 6.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 19__ - 19__ to 19__ - 19__, provide assistance in the amount of \$_____ to the First Nation to help finance fisheries management activities.
- 6.(4) The assistance referred to in subsection (3) may include money and profit making opportunities related to fisheries.
- 6.(5) DFO will not provide the assistance referred to in subsection (3) for a Fiscal Year until after DFO and the First Nation agree on
- (a) the portion of the assistance that will consist of money and the nature, extent and value of the other forms of the assistance to be provided in the Fiscal Year,
 - (b) the fisheries management activities that will be conducted and to which the assistance will be applied, and
 - (c) the other terms and conditions of the assistance,
- and until after DFO and the First Nation, pursuant to section 12,
- (d) add provisions to Schedule H to this Agreement that set out the terms and conditions of any monetary assistance; and
 - (e) add provisions to Schedule I to this Agreement that set out the terms and conditions of any assistance other than monetary assistance.
- 6.(6) The provisions referred to in paragraph (5) (d) will be in the form set as out in Schedule H-1 to this Agreement and will include
- (a) a description of the fisheries management activities that will be undertaken and to which the money will be applied; and
 - (b) a description of the costs and expenses on which the money may be expended, which costs and expenses must be incurred in the Fiscal Year.
- 6.(7) It is the intention of the Parties that any amount of money that DFO provides, pursuant to subsection (3), to help finance fisheries management activities will, over the term of this Agreement, decrease as other sources of assistance, including profits from fisheries-related economic activities undertaken by the First Nation, become available with the ultimate objective that fisheries management activities undertaken by the First Nation will, after the term of this Agreement, be entirely financed from sources other than DFO.
- 6.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

6.(9) The First Nation shall, on or before _____, provide DFO with a business plan setting out

(a) a projection of the fisheries management activities to be undertaken by the First Nation during the term of this Agreement and the cost of those activities, consistent with the intent set out in subsection (7);

(b) a plan for the development of fisheries-related economic activities; and

(c) projections of the assistance from DFO that will be necessary for the First Nation

(i) to carry out the fisheries management activities referred to in paragraph (a), and

(ii) to develop the fisheries-related economic activities referred to in paragraph (b).

6.(10) The total projected cost of the fisheries management activities projected to be undertaken by the First Nation in a Fiscal Year may exceed the amount of assistance provided pursuant to subsection (3), but

(a) the projected contribution of money by DFO in that Fiscal Year will not exceed that amount, and

(b) the projected requirement for money from DFO must decline over the term of the plan in accordance with subsection (7).

DRAFT FOR DISCUSSION PURPOSES
ATLANTIC - August 2, 1995
version

This Fisheries Agreement made

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(hereinafter called "DFO")

- OF THE FIRST PART -

AND: **[Insert name of Aboriginal organization]** for and on
behalf of the First Nations which it represents
(hereinafter called the "Aboriginal Organization")

- OF THE SECOND PART -

WHEREAS the Parties confirm their commitment to a relationship
based on mutual respect and understanding;

AND WHEREAS the Parties are both interested in the conservation,
protection and management of fisheries resources in the area
outlined on the sketch attached as Schedule A hereto, hereinafter
called the "Area";

NOW THEREFORE the Parties agree as follows:

Purposes

- 1.(1) The purpose of this Agreement is to provide for the
management of the Fishery and the involvement of the
Aboriginal Organization in the management, protection and
enhancement of fisheries resources and fish habitat in the
Area.
- 1.(2) The Aboriginal Organization agrees to the provisions with
respect to the Fishery and the other provisions set out in
this Agreement, for the period of their applicability as
set out in this Agreement, for the purpose of ensuring
orderly management of fisheries and conservation of
fisheries resources.
- 1.(3) The Parties agree that this Agreement shall not serve to
define or to limit aboriginal or treaty rights and is not
intended to be, and shall not be interpreted to be, an
agreement or a treaty within the meaning of section 35 of
the Constitution Act, 1982.

- 1.(4) The Parties recognize that this Agreement is the result of negotiations conducted within the context of current legislation, jurisprudence and government policy and, as such, does not constitute, and shall not be interpreted as, evidence of the nature or extent of aboriginal or treaty fishing rights and is made without prejudice to the positions taken by either Party with respect to aboriginal or treaty rights or title.
- 1.(5) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.
- 1.(6) The Parties intend that this Agreement will establish the relationship between the Parties with respect to all matters and issues that this Agreement addresses and will supersede and replace all other arrangements and agreements between the Parties with respect to those matters and issues.

Management of the Fishery

- 2.(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B to this Agreement.
- 2.(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B and all other information pertinent to the management of the Fishery.
- 2.(3) The Parties will work together to develop a program related to increasing the involvement of the Aboriginal Organization in the management of fish harvesting by the First Nations in the Area.

Aboriginal Fisheries Guardians

3. The Parties agree to comply with the provisions pertaining to Aboriginal Fisheries Guardians set out in Schedule E to this Agreement.

Habitat

4. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G to this Agreement.

Co-operative Management, Economic Development and Funding

- 5.(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H to this Agreement.
- 5.(2) The Parties agree to comply with the provisions pertaining to assistance other than monetary assistance set out in Schedule I to this Agreement.

Consultations

6. A Party may, in its discretion, engage in public consultation on any aspect of this Agreement or its implementation. Both Parties agree to advise the other Party before engaging in any such consultation and agree to respect the confidentiality of any negotiations with respect to this Agreement.
7. DFO and the Aboriginal Organization agree to keep relevant federal departments and relevant provincial agencies advised of the status and nature of any negotiations with respect to this Agreement and to invite such departments and agencies to participate in negotiations where appropriate.

Fisheries Management

- 7.1 The Parties agree to comply with the provisions pertaining to fisheries management set out in Schedule K to this Agreement.

Ratification

- 8.(1) The Aboriginal Organization warrants that the representative(s) who execute(s) this Agreement on behalf of the Aboriginal Organization has (have) authority to bind the Aboriginal Organization and the members of the First Nations.
- 8.(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.
- 8.(3) Execution of this Agreement by the representative(s) referred to in subsection (1) constitutes ratification of this Agreement by the Aboriginal Organization and the First Nations.

- 8.(4) The Aboriginal Organization will inform the members of the First Nations of the contents of this Agreement.

Duration and Termination

- 9.(1) This Agreement will come into force on execution by both Parties and, subject to subsections (2) to (8), will terminate on March 31, 1999 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 9.(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 9.(3) Notwithstanding subsection (2), this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 9.(4) Unless otherwise provided for in a schedule to this Agreement, a schedule to this Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 9.(5) Notwithstanding subsection (4), a schedule to this Agreement may be terminated for non-compliance with the schedule immediately on notice in writing to that effect given to the other Party.
- 9.(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.
- 9.(7) A First Nation may advise DFO that the Aboriginal Organization no longer acts for and on behalf of the First Nation by sending a notice in writing to that effect to DFO.
- 9.(8) Notwithstanding subsection (2), where DFO receives a notice in writing from a First Nation to the effect that the Aboriginal Organization no longer acts for and on behalf of the First Nation, DFO may terminate this Agreement immediately on notice in writing to that effect to the Aboriginal Organization.

Notice and Representatives

- 10.(1) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by courier,

registered mail or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

To DFO

Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention:

Director General, Aboriginal Affairs

Telephone: (613) 990-0181

Facsimile: (613) 993-7651

To Aboriginal Organization

Attention: _____

Telephone: _____

Facsimile: _____

- 10.(2) A notice, request, direction, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile transmission or delivered in person.
- 10.(3) A Party may change its representative, address or telephone or facsimile number by giving a notice of change to the other Party in accordance with subsection (1).

Schedules

- 11.(1) The following Schedules form part of this Agreement:

Schedule A - Sketch showing Area

Schedule B-1 - Provisions pertaining to the Fishery

[There is no Schedule C or D.]

Schedule E-1 - Provisions pertaining to Aboriginal
Fisheries Guardians

[There is no Schedule F]

Schedule G-1 - Provisions pertaining to habitat

Schedule H-1 - Provisions pertaining to monetary
assistance

Schedule I-1 - Provisions pertaining to assistance
other than monetary assistance

[There is no Schedule J]

Schedule K-1 - Provisions pertaining to fisheries
management

- 11.(2) It is understood that, with respect to Schedules B-1, E-1, G-1, H-1, I-1, and K-1, all of the applicable provisions may not be agreed on and contained in the relevant schedules at the time of the signing of this Agreement. The Parties will therefore work together and agree from time to time on additional provisions pertaining to the matters dealt with in these Schedules. Where the Parties agree on additional provisions, the Parties will set out those provisions in additional schedules and the schedules will become part of this Agreement on the written agreement of both Parties.
- 11.(3) Where, pursuant to subsection (2), an additional schedule becomes part of this Agreement, the additional schedule will make reference to the particular schedule to which it relates and will be numbered in chronological order. For example, if the additional provisions relate to the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement, the first of the additional schedules setting out provisions pertaining to the Fishery will be identified as "Schedule B-2" to this Agreement, the second additional schedule as "Schedule B-3" and so on.
- 11.(4) A reference to Schedule B, E, G, H, I or K means Schedule B-1, E-1, G-1, H-1, I-1 or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection (2) and thus bear the same letter.

General

- 12.(1) Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the Aboriginal Organization will work together to implement this Agreement.
- 12.(2) No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 12.(3) No individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
- 12.(4) The Aboriginal Organization will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The Aboriginal Organization will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 12.(5) No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.
- 12.(6) Nothing contained in this Agreement nor any acts of the Aboriginal Organization or a First Nation or of DFO shall constitute or be deemed to constitute the Aboriginal Organization or the First Nation as an agent of DFO or DFO as an agent of the Aboriginal Organization or the First Nation.
- 12.(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 12.(8) Any information to be provided by or to DFO or shared by or with DFO pursuant to this Agreement shall be subject to the Access to Information Act, R.S.C. 1985, c. A-1, and the Privacy Act, R.S.C. 1985, c. P-21, as amended from time to time.
- 12.(9) Where, pursuant to this Agreement, the Aboriginal Organization undertakes activities, the Aboriginal Organization will comply with the Fisheries Act, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.

- 12.(10) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 12.(11) Without limiting the generality of subsections (9) and (10), the Aboriginal Organization will ensure that any authorizations required pursuant to subsection 35(2) of the Fisheries Act, R.S.C. 1985, c. F-14 and any other authorizations required by law are obtained prior to the commencement of any habitat, enhancement or other activities, under this Agreement, and that those activities are conducted in accordance with those authorizations.
- 12.(12) The Aboriginal Organization shall not assign this Agreement or any part thereof.
- 12.(13) Subject to section 11 and subsection (5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 12.(14) The Aboriginal Organization shall indemnify and save harmless Her Majesty the Queen in right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Aboriginal Organization or any of the First Nations, their officers, members, employees, agents, contractors or anyone for whom the Aboriginal Organization or any of the First Nations is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.
- 12.(15) DFO and the Aboriginal Organization shall consult from time to time at the request of each other on all matters arising out of this Agreement and will work together to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 12.(16) Any work or other activities carried out by or on behalf of the Aboriginal Organization and any members of the First Nations pursuant to this Agreement shall be carried out to the satisfaction of DFO and in accordance with scientific standards, quality standards, and other standards established jointly by DFO and the Aboriginal Organization.
- 12.(17) The obligations of the Aboriginal Organization under subsection (14) shall survive the termination of this Agreement.

- 12.(18) The Aboriginal Organization shall purchase, provide and maintain insurance, including third party liability insurance, suitable to both the Aboriginal Organization and DFO.
- 12.(19) The Aboriginal Organization will provide DFO with copies of the insurance policies referred to in subsection (18) on request.

Definitions

13. In this Agreement,

"Aboriginal Fisheries Guardian" means a member of a First Nation who is designated by the Minister further to Schedule E to this Agreement;

"Agreement" means this agreement and the schedules thereto;

"First Nation" means one of the First Nations;

"First Nations" means the following Indian bands

(a) **[list the Indian bands]**

"Fiscal Year" means the twelve month period beginning with April 1 of a year and ending with March 31 of the next year;

"Fishery" means the fishing described in Schedule B;

"Minister" means the Minister of Fisheries and Oceans;

"RDG" means the Director General, _____ Region, Department of Fisheries and Oceans; **[insert name of Region]**

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IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf this ____ day of _____, 199__.

[Insert name of Aboriginal Organization]
by its duly authorized representative(s)

Witness

Witness

Her Majesty the Queen in right of
Canada as represented by the
Minister of Fisheries and Oceans by
Director General, Aboriginal Affairs
Branch

Director General, Aboriginal Affairs
Branch, Department of Fisheries and
Oceans

11

SCHEDULE A

Note: Sketch with Area outlined to be added.

SCHEDULE B-1

Fishery

Allocation

- 1.(1) The Aboriginal Organization may fish for the following species in the quantities set out below:
 - (a) _____ Atlantic salmon of which a minimum of ____ must be grilse; and
 - (b) lobster, no limitations on quantity.
- 1.(2) The Aboriginal Organization agrees to limit the fishing for the species listed in subsection (1) by the First Nations and their members to fishing as set out in this Schedule or elsewhere in the Agreement.
- 1.(3) Notwithstanding subsection (2), nothing in this Schedule or the Communal Licence will prevent the First Nations and their members from fishing under the authority of any other licence issued under the Fisheries Act and the regulations made pursuant to that Act.
- 1.(4) The quantity of each species set out in subsection (1) includes any fish of that species taken as by-catch where fishing is directed against any other species.

Fishing Plan

- 2.(1) DFO agrees to manage the various fisheries with the goal of providing the Aboriginal Organization with a reasonable opportunity to catch the fish set out in subsection 1(1).
- 2.(2) The dates and times on which fishing for the allocation for the of species set out in subsection 1(1) may occur are as set out in Appendix 1 to this Schedule.
- 2.(3) Where the RDG consults with the Aboriginal Organization on variations to the waters in which, or the dates and times on which a designated person may fish, the RDG may, by order, vary those waters, dates or times.
- 2.(4) The RDG may, for conservation reasons, reduce or eliminate the amount of fish that may be taken further to this Schedule if the RDG has consulted, where possible, with the Aboriginal Organization on the reduction or elimination.
- 2.(5) Notwithstanding subsection (3), where it is necessary for conservation of a stock, the RDG may make the variations referred to in subsection (3) or (4) before consulting the Aboriginal Organization, but the RDG must consult with the Aboriginal Organization at the first available opportunity.

Disposition of Fish

3. The Aboriginal Organization agrees that the fish referred to in subsection 1(1) are for food, social and ceremonial purposes and may not be sold, traded or bartered.

Licensing

- 4.(1) For management purposes, DFO will issue to the Aboriginal Organization a Communal Licence to catch the species and quantities set out in subsection 1(1). The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4.(2) The terms and conditions of the Communal Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement.

Proof of Designation to Fish under the Licence

- 5.(1) The fishing described in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5.(2) Subject to this subsection, all members of the First Nations who have a Band card are designated to fish. The Aboriginal Organization may designate additional persons as set out in subsection 7(1) of this Schedule. The Aboriginal Organization may prepare a list of members of the First Nations who have a Band card but who nevertheless are not designated to fish. Once the list is provided to DFO pursuant to subsection 7(3) of this Schedule, the members of the First Nations whose names are on the list are not designated to fish.
- 5.(3) A person fishing as set out in this Schedule will carry a Band card or a designation card at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Band card or designation card to a DFO fishery officer, a DFO fishery guardian or an Aboriginal Fisheries Guardian on request.

Gear and Effort

6. The total number of each type of gear identified in Appendix 1 to this Schedule in use at any one time shall not exceed the maximum number identified in that Appendix.

Management Responsibility of the Aboriginal Organization

- 7.(1) The Aboriginal Organization will designate persons to fish by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 7.(2) The Aboriginal Organization will
- (a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;
 - (b) incorporate the terms and conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated pursuant to subsection (1); and
 - (c) notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions of the Communal Licence.
- 7.(3) Before the fishing described in this Schedule commences, the Aboriginal Organization will provide to DFO a list of the names of the members of the First Nations who have Band cards but who nevertheless are not designated to fish and a list of the names of all persons designated to fish pursuant to subsection (1) together with their designation card number.
- 7.(4) The Aboriginal Organization may amend the names and designation card numbers in the lists referred to in subsection (3).
- 7.(5) The Aboriginal Organization will provide the amended lists referred to in subsection (4) to DFO before the persons who are newly designated and whose names are set out therein commence fishing.
- 7.(6) The Aboriginal Organization will notify the persons who may fish as set out in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.
- 7.(7) The Aboriginal Organization will have Aboriginal Fisheries Guardians present during openings of the Fishery and until all fish are landed.
- 7.(8) The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 2 to this Schedule and to account for all fish as set out in those provisions.

- 7.(9) The Aboriginal Organization will provide a copy of this Schedule to each Aboriginal Fisheries Guardian.

Costs

8. The Aboriginal Organization is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.

Other Species

9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

Coming into Force

10. This Schedule will come into effect as of _____, 19__, and, subject to section 9 of the Agreement, will terminate on March 31, 19__.

Definitions

11. In this Schedule,

"Communal Licence" means any communal fishing licence specified in Appendix 1 to this Schedule;

"Schedule" means this schedule and Appendices 1 and 2.

APPENDIX 1 TO SCHEDULE B-1

Communal Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under the communal fishing licence for _____ other than in accordance with the following conditions:
 - (a) By a designated person;
 - (b) Maximum quantity:
 - (c) Location:
 - (d) Dates and Times:
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (f) Number of Fishing Gear/ Type per designated person:
 - (g) Maximum Number of Fishing Gear/ Type at Any One Time:
 - (h) Gear Marking:
2. The method of designating persons who may fish under the authority of the communal licence is as follows:

[This must be consistent with s. 7. There is no need to repeat what is in s. 7, but additional detail could be set out.]

APPENDIX 2 TO SCHEDULE B-1

1. Aboriginal Fisheries Guardians, DFO fishery officers and DFO fishery guardians will work cooperatively to conduct ground hails (catch statistics gathering) and other monitoring activities for the purpose of gathering detailed information on the number of fish caught.
2. Monitoring will account for all fish caught and will be documented in a log book format mutually agreed to by the Parties and verified by DFO fishery officers or DFO fishery guardians and by Aboriginal Fisheries Guardians on the ground.
3. The Aboriginal Organization shall keep a running total by species of the number of fish harvested and shall provide the total to DFO on request.
4. DFO may, in its discretion, verify the monitoring processes, including on-site inspections.

SCHEDULE E-1

Aboriginal Fisheries Guardians

Designation

- 1.(1) The Aboriginal Organization shall, during the 199_-9_ Fiscal Year, select _____ members of the First Nations as suitable candidates to be Aboriginal Fisheries Guardians. The Minister will be requested to designate those individuals as fishery guardians for that Fiscal Year pursuant to section 5 of the Fisheries Act. The powers of the Aboriginal Fisheries Guardians shall be defined in their certificates issued under subsection 5(2) of the Fisheries Act and shall be limited to the Fishery.
- 1.(2) No member of a First Nation shall be designated as an Aboriginal Fisheries Guardian further to subsection (1) of this Schedule for the 199_-9_ Fiscal Year unless the Aboriginal Organization selects the member as a suitable candidate for that Fiscal Year.
- 1.(3) Aboriginal Fisheries Guardians must meet DFO's training requirements, security clearance and reliability checks.

Role and Duties

- 2.(1) The Aboriginal Fisheries Guardians' role is to monitor the Fishery and to carry out other duties in accordance with this Schedule under the direction of the Aboriginal Organization. The duties of Aboriginal Fisheries Guardians may include the following:
 - (a) stock assessment activities in accordance with the Agreement;
 - (b) providing catch information in accordance with the Agreement;
 - (c) carrying out patrols on land and water to monitor fishing and habitat activities;
 - (d) carrying out enforcement functions including
 - (i) issuing warnings,
 - (ii) inspecting fishing gear and fish and otherwise gathering evidence,
 - (iii) detention without physical contact and with the appropriate Charter warnings,

(iv) taking statements from accused persons, with the appropriate Charter warnings, and from witnesses,

(v) seizing fish and fishing gear,

(vi) issuing appearance notices,

(vii) assisting in the preparation of court briefs and other court documents, and

(viii) testifying in court and providing evidence in court;

(e) reporting activities that are harmful to fish habitat and participating in other habitat matters; habitat enhancement activities; monitoring water levels and fish-ways; and collecting samples in accordance with procedures specified by DFO;

(f) interacting with

(i) members of the First Nations engaged in fishing,

(ii) persons engaged in commercial and recreational fishing,

(iii) entities and persons who are not members of the First Nations,

(iv) other interested parties, and

(v) other members of the public;

(g) consulting and working cooperatively with DFO enforcement personnel when monitoring fishing activities or carrying out other activities and calling on DFO enforcement personnel when circumstances require action beyond the authority of the Aboriginal Fisheries Guardians; and

(h) providing reports on their activities to the Aboriginal Organization and to the local DFO fishery officer.

- 2.(2) The Aboriginal Fisheries Guardians will consult with and work cooperatively with DFO fishery officers and DFO fishery guardians when monitoring the Fishery or carrying out other activities referred to in the Agreement.

- 2.(3) The Parties recognize that as the training and experience of the Aboriginal Fisheries Guardians increase, the scope of their duties may also increase.

Participation in Fishery

3. The Aboriginal Fisheries Guardians will not participate in the Fishery while on duty.

Funding

4. The Aboriginal Organization is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Aboriginal Fisheries Guardians.

Training

5. DFO and the Aboriginal Organization will attempt to provide academic, technical and safety training. The training may include
- (a) participation in DFO's Aboriginal Guardian Training Program;
 - (b) training provided by or through the Aboriginal Organization's initiatives; and
 - (c) ongoing training through joint patrols.

Review of Designation

- 6.(1) The Minister may review the designation of an Aboriginal Fisheries Guardian after any conduct considered by the Minister to be a serious breach of the duties or roles set out herein or in the designation certificate, or any conduct considered to be inappropriate for a fishery guardian. If the Minister revokes the designation, DFO will require the immediate return of any materials or equipment issued by DFO.
- 6.(2) The chief of the Aboriginal Organization may request the Minister to review the designation of an Aboriginal Fisheries Guardian.

Uniforms and Equipment

7. The Aboriginal Organization is responsible for providing the Aboriginal Fisheries Guardians with uniforms or other working attire and shall ensure that no DFO logo is used on the uniforms or attire. No person, other than an

Aboriginal Fisheries Guardian, shall wear the uniform or other working attire and the Aboriginal Fisheries Guardians shall not wear the uniform or other working attire except when on duty. Aboriginal Fisheries Guardians shall at all times conduct themselves in a professional manner and shall maintain all equipment, both issued by DFO and by the Aboriginal Organization, in good working condition.

- 8.(1) The Aboriginal Organization shall provide the Aboriginal Fisheries Guardians with the appropriate equipment for operations, communications and personal safety needs.
- 8.(2) The equipment referred to in subsection (1) shall include communications equipment that allows Aboriginal Fisheries Guardians to communicate with each other, the Aboriginal Organization and DFO.
- 8.(3) The Aboriginal Organization will obtain the appropriate licences for any communication equipment that it provides to the Aboriginal Fisheries Guardians and will ensure that the Aboriginal Fisheries Guardians are trained in the appropriate use of radio equipment.

Firearms and Other Authority

- 9.(1) The Parties agree that the Aboriginal Fisheries Guardians shall not be issued firearms or any other weapons and will not carry firearms or any other weapons in the course of their duties.
- 9.(2) The Aboriginal Fisheries Guardians shall not be authorized to use physical contact in detaining any person, use force, search, arrest, or seize vehicles or vessels in the course of their duties.

Copies of Schedule

10. The Aboriginal Organization shall provide a copy of this Schedule to each of the Aboriginal Fisheries Guardians.

Coming into Force

11. This Schedule will come into force as of _____, 19__ and, subject to section 9 of the Agreement, will terminate on March 31, 19__.

Definitions

12. In this Schedule, "Schedule" means this schedule.

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SCHEDULE G-1

Habitat

[Schedule may be agreed on pursuant to section 11 of the Agreement.]

Schedule H-1

Monetary Assistance

Definitions

1. In this Schedule,

"Allowable Costs" means costs and expenses approved by DFO that are incurred by and are paid or payable by the Aboriginal Organization during the Fiscal Year referred to in subsection 2(1) of this Schedule in carrying out the Project and that are described in Appendix 1 to this Schedule, but does not include any Goods and Services Tax (GST) paid in relation to those costs and expenses for which the Aboriginal Organization may claim reimbursement or exemption;

"Contribution" means the amount referred to in subsection 2(1);

"month" means a calendar month or part of a calendar month;

"Project" means the activities described in Appendix 2 to this Schedule, as may be described in more detail in accordance with subsection 3(2).

Contribution and Role

2.(1) DFO will contribute to the Aboriginal Organization up to \$ _____ during the Fiscal Year 19____-19____ to be used exclusively for paying Allowable Costs. Any interest earned by the Aboriginal Organization on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs.

2.(2) In carrying out the Project, the Aboriginal Organization will

(a) act as recipient and administrator of the Contribution;

(b) carry out all its obligations and comply with all the terms and conditions set out in this Schedule;

(c) liaise with DFO with respect to the Project on behalf of the First Nations; and

(d) coordinate the Project with fisheries related activities carried out by or on behalf of any other aboriginal group if the Project and the fisheries related activities are in respect of the same watershed.

[remove (d) if not applicable and make necessary changes]

Requirements Prior to Advances

- 3.(1) The Aboriginal Organization will provide to DFO, as soon as possible after the coming into force of this Schedule,
- (a) a projection of Allowable Costs to be paid during the Fiscal Year referred to in subsection 2(1) commencing on the day following the date this Schedule comes into force, in the form as set out in Appendix 3 to this Schedule; and
 - (b) a projected summary of results in the form as set out in Appendix 4 to this Schedule.
- 3.(2) DFO may, in its discretion, require the Aboriginal Organization to provide to DFO a detailed description of the Project that is consistent with the description set out in Appendix 2 to this Schedule and that is in a form acceptable to DFO. The detailed description will describe the Project to be undertaken by the Aboriginal Organization and the Aboriginal Organization's obligations in carrying out the Project in more detail than is set out in Appendix 2 to this Schedule.

Method of Payment

Reimbursement

- 4.(1) Where this Schedule comes into force after April 1, 19__, the Aboriginal Organization may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 19__ to the date of the coming into force of this Schedule, which claim will include
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project; and
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule.
- 4.(2) Where pursuant to subsection (1), the Aboriginal Organization submits a claim for reimbursement, DFO will reimburse the Aboriginal Organization for Allowable Costs

paid or payable by the Aboriginal Organization during the period covered by the claim.

Advances

Select the appropriate subsection 5(1) based on the total amount of the Contribution. Please consult with Native Affairs in Ottawa.

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each month, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that month that the Aboriginal Organization projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each three month period, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that three month period that the Aboriginal Organization projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of the first three month period and monthly thereafter, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that three month period or month that the Aboriginal Organization projected in the cash flow projection.
- 5.(2) Where a statement of balance referred to in paragraph 8(2)(d) or 9(a) indicates that the total of the reimbursement, advances and payments paid to the Aboriginal Organization pursuant to this Schedule exceed Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the statement of balance (the "Positive Balance"), DFO shall deduct the Positive Balance from any advance or advances, or payment or payments to be made by DFO to the Aboriginal Organization pursuant to subsection (1) or section 7.

Supplementary Payments

- 6.(1) Following receipt of a supplementary report referred to in section 9, DFO may, in its discretion, increase the amount to be paid during the period covered by the revised cash flow projection contained in the supplementary report by:

(a) adjusting the amounts of the advances to be provided, pursuant to subsection 5(1), during the period; or

(b) paying an additional payment to the Aboriginal Organization.

- 6.(2) In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 4(2), 5(1), and 6(1) respectively, exceed [insert an amount equal to 90% of the amount specified in subsection 2(1)]

Final Payment

7. Subject to subsection 11(1) of this Schedule, following receipt and approval of the final report referred to in section 10, DFO will pay to the Aboriginal Organization the amount, if any, by which the Aboriginal Organization's total Allowable Costs as reported in the final report exceed all payments, advances and reimbursements made by DFO under this Schedule.

Reports

Interim Reports

- 8.(1) After the coming into force of this Schedule, DFO will notify the Aboriginal Organization of the dates by which the Aboriginal Organization is to have completed and submitted the reports and other information referred to in subsection (2) and the period of time which the reports and other information are to cover.
- 8.(2) The Aboriginal Organization will complete and submit to DFO for each period of time set out in the notice referred to in subsection (1), an interim report containing
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and

(d) a statement of balance as of the last day in the period in the form as set out in Appendix 5 to this Schedule;

on or before dates referred to in subsection (1).

- 8.(3) The Aboriginal Organization may, in conjunction with an interim report referred to in subsection 8(2), submit a revised cash flow projection in the form as set out in Appendix 3 to this Schedule, showing Allowable Costs the Aboriginal Organization expects to incur during the remainder of the Fiscal Year referred to in subsection 2(1).

Supplementary Reports

9. The Aboriginal Organization may, at any time prior to the submission of the final report referred to in section 10, submit a supplementary report consisting of:
- (a) a statement of balance as of the date of the report in the form as set out in Appendix 5 to this Schedule;
 - (b) a report on the progress of the Aboriginal Organization in carrying out the Project to the date of the report, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each of the activities of the Project;
 - (d) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
 - (e) a revised cash flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within fifteen (15) days following
- (a) the Aboriginal Organization incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution, or
 - (b) completion of the Project,
 - (c) termination of this Schedule or the Agreement,

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or

(e) abandonment of the Project by the Aboriginal Organization,

whichever first occurs, the Aboriginal Organization will complete and submit a final report containing:

(f) a progress report on the Project itemized in relation to each of the activities of the Project;

(g) a report on Allowable Costs paid or payable, itemized in relation to each of the activities of the Project;

(h) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;

(i) a statement of balance in the form as set out in Schedule 5 to this Schedule; and

(j) a summary of benefits in the form as set out in Appendix 4 to this Schedule.

Holdback and Overpayments

- 11.(1) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Schedule exceed **[insert amount specified in subsection 2(1)]**.
- 11.(2) All payments made pursuant to this Schedule are subject to DFO approving the Aboriginal Organization's projected costs and actual expenditures as set out in the reports submitted pursuant to subsections 3(1), 4(1) and 8(2) and sections 9 and 10.
- 11.(3) Where the Aboriginal Organization fails to provide
- (a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10, **[add if applicable - or the audited statement referred to in subsection 12(1)]**,
 - (b) a detailed description of the Project in accordance with subsection 3(2),
 - (c) the cash flow projection referred to in subsection 3(1), or

(d) the statement of balance referred to in subsection (4)

in a form acceptable to DFO, or by the date the report or information is due, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the relevant document or information in a form acceptable to DFO.

- 11.(4) DFO may, in its discretion, require the Aboriginal Organization to provide a statement of balance in the form as set out in Appendix 5 to this Schedule at any time.
- 11.(5) Where the Aboriginal Organization provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 but the report does not, in DFO's opinion, contain the information required for the report, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the information required.

Audit

[PICK THE APPROPRIATE SECTION 12 - AGREEMENTS \$500,000 AND OVER ONLY]

12. The Aboriginal Organization, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants.

or

12. The Aboriginal Organization, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution prepared by an accountant certified to practise in the Province of [Insert name of province] and authorized to prepare such statements in that Province.

or

12. The Aboriginal Organization shall on demand, permit DFO or any person that DFO may from time to time designate to audit, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 13(1)(a) as it

deems fit and shall provide all necessary assistance for the audits and examinations.

General Provisions

- 13.(1) The Aboriginal Organization shall,
- (a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;
 - (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph (a) together with reports and any other documents related to the Project for a period of two years following termination of this Schedule; and
 - (c) on demand, provide to DFO any of the documentation mentioned in paragraph (a) for examination and audit by any person that DFO may from time to time designate.
- 13.(2) Within fifteen (15) days following
- (a) the Aboriginal Organization having incurred Allowable Costs in an amount equal to or exceeding the full amount of the Contribution,
 - (b) completion of the Project,
 - (c) termination of this Schedule or the Agreement,
 - (d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or
 - (e) abandonment of the Project by the Aboriginal Organization,
- whichever first occurs, the Aboriginal Organization shall repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Allowable Costs.
- 13.(3) The Aboriginal Organization shall refund to DFO, forthwith on written request by DFO, any moneys advanced to the Aboriginal Organization for which unsatisfactory evidence has been furnished by the Aboriginal Organization that the moneys have been expended in accordance with this Schedule.
- 13.(4) Any amount that the Aboriginal Organization is under an obligation to refund or reimburse under subsection (2) or (3) shall be a debt owing to Her Majesty the Queen in right of Canada.

- 13.(5) In no event will DFO make a reimbursement pursuant to subsection 4(2), or adjust the amount of advances or pay an additional payment pursuant to subsection 6(1) following receipt of the final report referred to in section 10.
- 13.(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the Aboriginal Organization to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans

Attention: _____
Telephone: _____
Facsimile: _____

- 13.(7) The obligations of the Aboriginal Organization under section 12 and subsections (1) to (4) shall survive the termination of this Schedule and the Agreement.
- 13.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

Coming into Force

14. This Schedule comes into force as of _____, 19__.

Appendix 1 to Schedule H-1

Description of Allowable Costs

Allowable Costs will consist of the following types of Allowable Costs:

- (a) administrative costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) supplies and materials costs; and
 - (iv) overhead including printing and copying charges;
- (b) operational costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) costs incurred in establishing and operating an office or offices;
 - (iv) costs incurred in constructing, establishing and maintaining other facilities;
 - (v) costs incurred in purchasing and renting supplies, materials and equipment needed to carry out the Project, including the purchase, lease, repair and maintenance of stock assessment materials, equipment and supplies, vehicle and boat rentals and related transportation costs, and crew safety gear;
 - (vi) travel, accommodation, meeting and related expenses;
 - (vii) professional fees, consultants' fees and other services other than litigation costs;
- (c) costs incurred in carrying out any audits required by DFO;
- (d) the costs incurred in retiring one or more commercial fishing licences; and
- (e) the costs incurred in acquiring one or more fishing vessels.

[please remove any Allowable Costs categories that are unnecessary]

Appendix 2 to Schedule H-1

Description of the Project

The Project consists of activities carried out by the Aboriginal Organization and approved by DFO related to the following:

{Describe the activities in narrative form using the topics set out under the following headings.}

PROJECT DESCRIPTION

ESTIMATED EXPENDITURE

1. Negotiation of Fisheries Management

Negotiation Support
Negotiations Positions Development
Education/Awareness Programs
Community Meetings
Other (specify)

2. Management of Aboriginal Fishing

Fishing Authorities and Services
Catch Monitoring
Enforcement
Other (specify)

3. Habitat Restoration

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Other (specify)

4. Fish Enhancement

Feasibility Studies
Facilities construction (eg. hatcheries, channels)
Facilities operation
Non-facility based enhancement (eg. lake fertilization)
Salmon enhancement projects
Other (specify)

5. Community Based Research

Fish Trap
Counting Fence
Other Surveys and Assessment Projects
Database and Mapping
Historical Research and Documentation
Technique Development
Other (Specify)

6. Training

Identification of training needs
Development of curricula
Aboriginal Fisheries Guardian Training
Technician Training
Other (specify)

7. Fish Enhancement

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Capital Projects
Salmon enhancement projects
Other (specify)

8. Economic Development

Aquaculture facilities
Recreational fisheries
Commercial fisheries
Feasibility Studies
Other (specify)

9. Allocation Transfer

Retire licences and purchase vessels
Other (specify)

10. Stakeholder Consultation

Community meeting
Policy Consultations
Communications
Other (specify)

11. Facilities Transfer

Hatcheries
Small Craft Harbours
Other (specify)

35

Appendix 3 to Schedule H-1

Cash Flow Projection
for the Fiscal Year 19__ to 19__

MONTH	\$
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
TOTAL	

NOTE: The Aboriginal Organization should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

Appendix 4 to Schedule H-1

Summary of Results

_____ Initial Estimate _____ Final Report

A. THE FISHERY DESCRIBED IN SCHEDULE B (report total catch, including any fish sold)

Species	Allocation	Catch to Date	No. of Participants

B. COOPERATIVE MANAGEMENT

1. Description of environmental improvements such as stream clearing or river bank revegetation.
2. Summary of results of scientific research projects (attach final reports).
3. Description of fish enhancement other than hatchery activities.

4. Salmon hatchery activities:

SPECIES ACTIVITY	Salmon (number)
BROODSTOCK	
RELEASES:	
1 Unfed Fry	
2 Fed Fry	
3 Smolts	

C. EMPLOYMENT SUMMARY

1. Employment in fishery management and cooperative management activities, excluding employment in harvesting and processing resulting from the operation of vessels under commercial licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
ABORIGINAL:			
Aboriginal Fisheries Guardians			
Other			
NON-ABORIGINAL:			
Aboriginal Fisheries Guardians			
Other			

2. Employment in harvesting and processing, including employment resulting from the operation of vessels under commercial licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING			
	ABORIGINAL		
	NON-ABORIGINAL		
PROCESSING			
	ABORIGINAL		
	NON-ABORIGINAL		

D. TRAINING SUMMARY

TYPE OF TRAINING	NO. OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (DAYS, WKS, MTHS)
ABORIGINAL FISHERIES GUARDIANS			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
TOTAL			

E. BUILDINGS AND OTHER CAPITAL ACQUISITIONS (durable goods with an initial value of \$500 or more):

DESCRIPTION		COST (\$)
1		
2		
3		
4		
TOTAL		

F. OTHER REVENUES GENERATED/LEVERAGED (e.g. funding from other economic development programs)

Source	Amount	Purpose	Projected Jobs Created	Projected Annual Revenues Generated

41

Appendix 5 to Schedule H-1

Statement of Balance

For the period from April 1, 19__
to _____

Allowable Costs paid or payable \$

MINUS

Contributions from DFO
received to date \$

BALANCE

\$

SCHEDULE I-1

Non-monetary Assistance

[Schedule may be agreed on pursuant to section 11 of the Agreement.]

SCHEDULE K-1

Fisheries Management

[Schedule may be agreed on pursuant to section 11 of the Agreement.]

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(DFO)

AND: _____

_____ (Aboriginal Organization)

FISHERIES AGREEMENT

-
- 5.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 19__ - 19__ to 19__ - 19__, provide assistance in the amount of \$_____ to the Aboriginal Organization to help finance fisheries management activities.
- 5.(4) The assistance referred to in subsection (3) may include money and profit making opportunities related to fisheries.
- 5.(5) DFO will not provide the assistance referred to in subsection (3) for a Fiscal Year until after DFO and the Aboriginal Organization agree on
- (a) the portion of the assistance that will consist of money and the nature, extent and value of the other forms of the assistance to be provided in the Fiscal Year,
 - (b) the fisheries management activities that will be conducted and to which the assistance will be applied, and
 - (c) the other terms and conditions of the assistance,
- and until after DFO and the Aboriginal Organization, pursuant to section 11,
- (d) add provisions to Schedule H to this Agreement that set out the terms and conditions of any monetary assistance; and
 - (e) add provisions to Schedule I to this Agreement that set out the terms and conditions of any assistance other than monetary assistance.
- 5.(6) The provisions referred to in paragraph (5)(d) will be in the form as set out in Schedule H-1 to this Agreement and will include
- (a) a description of the fisheries management activities that will be undertaken and to which the money will be applied; and
 - (b) a description of the costs and expenses on which the money may be expended, which costs and expenses must be incurred in the Fiscal Year.

- 5.(7) It is the intention of the Parties that any amount of money that DFO provides, pursuant to subsection (3), to help finance fisheries management activities will, over the term of this Agreement, decrease as other sources of assistance, including profits from fisheries-related economic activities undertaken by the Aboriginal Organization, become available with the ultimate objective that fisheries management activities undertaken by the Aboriginal Organization will, after the term of this Agreement, be entirely financed from sources other than DFO.
- 5.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.
- 5.(9) The Aboriginal Organization shall, on or before _____, provide DFO with a business plan setting out
- (a) a projection of the fisheries management activities to be undertaken by the Aboriginal Organization during the term of this Agreement and the cost of those activities, consistent with the intent set out in subsection (7);
 - (b) a plan for the development of fisheries-related economic activities; and
 - (c) projections of the assistance from DFO that will be necessary for the Aboriginal Organization
 - (i) to carry out the fisheries management activities referred to in paragraph (a), and
 - (ii) to develop the fisheries-related economic activities referred to in paragraph (b).
- 5.(10) The total projected cost of the fisheries management activities projected to be undertaken by the Aboriginal Organization in a Fiscal Year may exceed the amount of assistance provided pursuant to subsection (3), but
- (a) the projected contribution of money by DFO in that Fiscal Year will not exceed that amount, and
 - (b) the projected requirement for money from DFO must decline over the term of the plan in accordance with subsection (7).

Revised June 13, 1994

DRAFT FOR DISCUSSION PURPOSES (Communal Licence - Atlantic)

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

199_ {Insert year} ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations.

This licence does not define an aboriginal right to fish or its scope; however, for the 199_ {Insert year} fishing season, it is intended to provide a mechanism, for reasons of proper management and control of the fisheries and conservation and protection of fish, for requiring compliance with the provisions of this licence.

This licence confers on the {name of Aboriginal Organization - which can be a separately defined Authority, Tribal Council or First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organization] for and on behalf of the First Nations which it represents"}, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

Definitions:

{This section may include other definitions that will help to clarify the conditions that follow.}

"DFO" means the Department of Fisheries and Oceans.

"Fishery" means fishing under the authority of this licence.

{The following definition should be included where the licence is issued to an Aboriginal Organization for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of the Aboriginal Organization}:

{list the member Indian bands here}

Species:

The following species of fish are permitted to be taken:

{List the specific species covered under this licence.}

Allocation:

The Fishery is limited to a maximum combined harvest of:

{number of pounds, tons, tonnes or pieces for each species listed above}

subject to closures and other terms and conditions of this licence. The authority to fish each species under this licence will expire on ***{date}***, or earlier if DFO, after consultation with the ***{name of Aboriginal Organization}***, determines that the allocation has been reached.

This licence is for an allocation for 199***{Insert Year}*** for management purposes only, and is without prejudice to allocations in future years.

Use of Fish:

{If no sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence are for food, social and ceremonial purposes. Without prejudice to future agreements or regulations, sale of fish caught under this licence is not permitted.

{If sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence includes fish for food, social and ceremonial purposes.

{If sale of fish harvested under this licence is allowed, also select the most appropriate of the following two statements with respect to sale and delete the other statement with respect to sale.}

Sale of fish caught under this licence is permitted.

or

{insert number} per cent of fish caught under this licence may be sold.

Gear and Gear Identification:

The following gear is permitted to be used:

{Specify the gear or harvest method to be used for each species and the methods required for marking or identifying authorized gear. Where appropriate the maximum number of gear in use at any one time should be specified.}

Dates and Times:

{This section must contain the full dates, including the year, during which fishing is permitted. This section may also include any additional restrictions as a result of any closures for health and safety such as "Where prohibition order(s) are in effect because of Paralytic Shellfish Poison (PSP), clam harvesting is prohibited." If 12:00 is used, add "noon" or "midnight" as appropriate.}

Fishing is authorized by this licence from __: __.m. ____, 199__ to __: __.m. ____, 199__, subject to amendments to the conditions of this licence and subject to close times as may be varied by the Director-General, {insert name of Region} Region, DFO in accordance with the Fishery (General) Regulations.

Areas:

{This section must specify the geographic areas where fishing is authorized under this licence. e.g. This licence authorizes fishing in the waters of the White River from Bride Creek to Last Town. Privately owned areas are not to be included.}

Designation:

{Insert the following two provisions if the Aboriginal Organization has not agreed to take a communal licence i.e. there is no agreement; otherwise these two provisions should be deleted}

The members of {name(s) of the First Nation(s)} are hereby designated to fish under this licence.

Designations are personal and non-transferable. Individuals who fish under this licence shall carry documentation to establish their membership in the {name(s) of the First Nation(s)} while participating in the Fishery and while transporting fish harvested in the Fishery and will present such documentation on request by any fishery officer or fishery guardian.

{If an agreement has been signed with the Aboriginal Organization in question, provisions should be inserted here to reflect the method agreed to for identifying the individuals designated to fish. These provisions should also contain, where appropriate, the amount and type of gear which may be used by each designated person if this has not already been specified under the Gear section. If there is no agreement, the following two provisions should be deleted.}

{Check the agreement with the Aboriginal Organization to determine who or what is to authorized to designate persons to fish. The standard Agreements refer to the Aboriginal Organization. In those cases, insert the name of the Aboriginal Organization. If someone else is set out in the Agreement, e.g. the manager of the Aboriginal Organization, set that out} will designate persons who may fish under this licence. {If assistance is required in determining the appropriate entity which should be authorized to designate persons, contact legal counsel.} Before fishing under this licence commences, the {name of Aboriginal Organization} will provide DFO with a list of the persons designated to fish. {Amend this provision as needed to reflect the Agreement with the Aboriginal Organization. If assistance is needed, consult with legal counsel}

Designations are personal and non-transferable. Designations must contain details of this licence including the species that may be caught, fishing times, allocations, fishing gear, fishing areas and reporting requirements. Proof of designation must be carried at all times by designated persons while participating in the Fishery or while transporting fish harvested in the Fishery. Proof of designation must be presented to any fishery officer or fishery guardian on request.

Monitoring and Catch Reporting:

{If an agreement has been signed with the Aboriginal Organization in question, this provision should reflect, in a general way, the terms of the agreement to the extent that such terms fall within the scope of conditions which may be included in a licence pursuant to the Regulations. If there is no agreement, the reporting requirement should be the minimum required for proper management and conservation of the fishery and protection and conservation of fish.}

This provision should contain requirements for catch monitoring and reporting on a timely basis. This could be as simple as requiring that designated individuals harvesting under this licence provide the Aboriginal Organization with catch information, and that Aboriginal Organization pass the information on to DFO. Where appropriate there may be a necessity for more specific record keeping and reporting requirements through individual catch logs, daily reporting, hail requirements etc. The following is an example of relatively minimal reporting requirements:

Catch monitoring will be conducted by DFO and the *{name of Aboriginal Organization}*. Where, during a week, fishing is carried out under this licence, the *{name of Aboriginal Organization}* will provide DFO with net counts and catch information on the fishing on *{insert day of the week}* of the following week. This will include total numbers of nets used in fishing, total hours fished and total catches by species.}

Other Provisions:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with the Fisheries Act and the regulations made under that Act is a condition of this licence.

{This section may contain any other conditions which are permitted under the regulations. Examples might be voluntary release of fish, disposition of tags from tagged fish, or landing site requirements.}

Dated: _____

(Name of Fishery Officer)

Department of Fisheries and Oceans

DRAFT FOR DISCUSSION PURPOSES

Licence with chart attached (Atlantic)

June 13, 1994 version

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

199_ {Insert year} ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations.

This licence does not define an aboriginal right to fish or its scope; however, for the 199_ {Insert year} fishing season, it is intended to provide a mechanism, for reasons of proper management and control of the fisheries and conservation and protection of fish, for requiring compliance with the provisions of this licence.

This licence confers on the {name of Aboriginal Organization - which can be a separately defined Authority, Tribal Council or First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organizations] for and on behalf of the First Nations which it represents" }, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

Definitions:

{This section may include other definitions that will help to clarify the conditions that follow.}

"DFO" means the Department of Fisheries and Oceans.

"Fishery" means fishing under the authority of this licence.

{The following definition should be included where the licence is issued to an Aboriginal Organization acting for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of Aboriginal Organization}:

{list the member bands here}

Species, Quantities, Locations, Gear and Gear Marking, and Dates and Times:

Subject to amendments to the conditions of this licence and subject to close times as may be varied by the Director-General, *{Insert name of Region}* Region, DFO, in accordance with the Fishery (General) Regulations, the species of fish set out in column I of an item of the schedule are permitted to be taken in the quantities set out in column II of that item in the location set out in column III of that item during the dates and times set out in column IV of that item using the gear set out in column V of that item that is marked as set out in that column of that item.

This section may also include any additional restrictions as a result of any closures for health and safety such as "Where prohibition order(s) are in effect because of Paralytic Shellfish Poison (PSP), clam harvesting is prohibited."

The authority to fish each species under this licence will expire on *{date}*, or earlier if DFO, after consultation with the *{name of Aboriginal organization}*, determines that the allocation has been reached.

This licence is for an allocation for 19__ *{insert year}* for management purposes only, and is without prejudice to allocations in future years.

Use of Fish:

{If no sale of fish harvested under this licence is allowed, insert following provision}

Fish harvested under this licence are for food, social and ceremonial purposes. Without prejudice to future agreements or regulations, sale of fish caught under this licence is not permitted.

{If sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence includes fish for food, social and ceremonial purposes.

{If sale of fish harvested under this licence is allowed, also select the most appropriate of the following two statements with respect to sale and delete the other statement with respect to sale.}

Sale of fish caught under this licence is permitted.

or

{insert number} per cent of fish caught under this licence may be sold.

Designation:

{Insert the following two provisions if the Aboriginal Organization has not agreed to take a communal licence i.e. there is no agreement; otherwise these two provisions should be deleted}

The members of *{name of the First Nation(s)}* are hereby designated to fish under this licence.

Designations are personal and non-transferable. Individuals who fish under this licence shall carry documentation to establish their membership in the *{name of the First Nation(s)}* while participating in the Fishery and while transporting fish harvested under the Fishery and will present such documentation on request by any fishery officer or fishery guardian.

{If an agreement has been signed with the Aboriginal Organization in question, provisions should be inserted here to reflect the method agreed to for identifying the individuals designated to fish. These provisions should also contain, where appropriate, the amount and type of gear that may be used by each designated person if this has not already been specified under the Gear section of the schedule. If there is no agreement, the following two provisions should be deleted.}

{Check the agreement with the Aboriginal Organization to determine who or what is to be authorized to designate persons to fish. The standard Agreements refer to the Aboriginal Organization. In those cases, insert the name of the Aboriginal Organization. If someone else is set out in the Agreement, e.g. the manager of the Aboriginal Organization, set that out} will designate persons who may fish under this licence. *{If assistance is required in determining the appropriate entity that should be authorized to designate persons, contact legal counsel.}* Before fishing under this licence commences, the *{name of Aboriginal Organization}* will provide DFO with a list of the persons designated to fish. *{Amend this provision as needed to reflect the agreement with the Aboriginal Organization. If assistance is needed, consult with legal counsel}.*

Designations are personal and non-transferable. Designations must contain details of this licence including the species that may be caught, fishing times, allocations, fishing gear, fishing areas and reporting requirements. Proof of designation must be carried at all times by designated persons while participating in the Fishery or while transporting fish harvested in the Fishery. Proof of designation must be presented to any fishery officer or fishery guardian on request.

Monitoring and Catch Reporting:

{If an agreement has been signed with the Aboriginal Organization in question, this provision should reflect, in a general way, the terms of the agreement to the extent that such terms fall within the scope of conditions that may be included in a licence pursuant to the Regulations. If there is no agreement, the reporting requirement should be the minimum required for proper management and conservation of the fishery and protection and conservation of fish.}

This provision should contain requirements for catch monitoring and reporting on a timely basis. This could be as simple as requiring that designated individuals harvesting under this licence provide the Aboriginal Organization with catch information, and that Aboriginal Organization pass the information on to DFO. Where appropriate there may be a necessity for more specific record keeping and reporting requirements through individual catch logs, daily reporting, hail requirements etc. The following is an example of relatively minimal reporting requirements:

Catch monitoring will be conducted by DFO and the *{name of Aboriginal Organization}*. Where, during a week, fishing is carried out under this licence, the *{name of Aboriginal Organization}* will provide DFO with net counts and catch information on the fishing on *{insert day of the week}* of the following week. This will include total numbers of nets used in fishing, total hours fished and total catches by species.}

Other Provisions:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with the Fisheries Act and the regulations made under that Act is a condition of this licence.

{This section may contain any other conditions that are permitted under the regulations. Examples might be voluntary release of fish, disposition of tags from tagged fish, or landing site requirements.}

Dated: _____

(Name of Fishery Officer)
Department of Fisheries and Oceans

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SCHEDULE

	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
ITEM	SPECIES	QUANTITIES	LOCATION	DATES AND TIMES	GEAR AND GEAR MARKINGS
1.					
2.					

{The following is an example of how the completed schedule could read. The example and this note are to be deleted before the licence is issued. It will of course depend on the contents of any agreement with the Aboriginal Organization. If assistance is needed, please contact legal counsel. If 12:00 is used, add "noon" or "midnight" to avoid confusion.}

	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
ITEM	SPECIES	QUANTITIES	LOCATION	DATES AND TIMES	GEAR AND GEAR MARKINGS
1.	Salmon	50 multi-year salmon (i.e. salmon that are 63 cm. in length or longer), of which no fewer than 37 must be male, and 50 grilse (i.e. salmon that are less than 63 cm. in length)	In the White River between point A and point B	From 12:00 noon on August 1, 1994 to 12:00 midnight on August 15, 1994	3 Type A trap nets. Each trap net must be marked with name of the Aboriginal Organization and the name of the person using the trap net.
2.	Lobster	no restriction on quantities	In Green Cove westward of point A	From 8:00 a.m. to 6:00 p.m. on every Friday from July 1, 1994 to September 30, 1994	100 lobster traps. Each trap must be marked with the name of the Aboriginal Organization and the name of the person using the lobster trap.

Please note that additional provisions, such as tagging in the case of salmon, should be inserted in the body of the licence under the heading "Other Provisions".

DRAFT FOR DISCUSSION PURPOSES

Licence with chart attached (Atlantic)

June 13, 1994 version

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

199_ {Insert year} ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations.

This licence does not define an aboriginal right to fish or its scope; however, for the 199_ {Insert year} fishing season, it is intended to provide a mechanism, for reasons of proper management and control of the fisheries and conservation and protection of fish, for requiring compliance with the provisions of this licence.

This licence confers on the {name of Aboriginal Organization - which can be a separately defined Authority, Tribal Council or First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organizations] for and on behalf of the First Nations which it represents" }, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

Definitions:

{This section may include other definitions that will help to clarify the conditions that follow.}

"DFO" means the Department of Fisheries and Oceans.

"Fishery" means fishing under the authority of this licence.

{The following definition should be included where the licence is issued to an Aboriginal Organization acting for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of Aboriginal Organization}:

{list the member bands here}

Species, Quantities, Locations, Gear and Gear Marking, and Dates and Times:

Subject to amendments to the conditions of this licence and subject to close times as may be varied by the Director-General, *{Insert name of Region}* Region, DFO, in accordance with the Fishery (General) Regulations, the species of fish set out in column I of an item of the schedule are permitted to be taken in the quantities set out in column II of that item in the location set out in column III of that item during the dates and times set out in column IV of that item using the gear set out in column V of that item that is marked as set out in that column of that item.

This section may also include any additional restrictions as a result of any closures for health and safety such as "Where prohibition order(s) are in effect because of Paralytic Shellfish Poison (PSP), clam harvesting is prohibited."

The authority to fish each species under this licence will expire on *{date}*, or earlier if DFO, after consultation with the *{name of Aboriginal organization}*, determines that the allocation has been reached.

This licence is for an allocation for 19__ *{insert year}* for management purposes only, and is without prejudice to allocations in future years.

Use of Fish:

{If no sale of fish harvested under this licence is allowed, insert following provision}

Fish harvested under this licence are for food, social and ceremonial purposes. Without prejudice to future agreements or regulations, sale of fish caught under this licence is not permitted.

{If sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence includes fish for food, social and ceremonial purposes.

{If sale of fish harvested under this licence is allowed, also select the most appropriate of the following two statements with respect to sale and delete the other statement with respect to sale.}

Sale of fish caught under this licence is permitted.

or

{insert number} per cent of fish caught under this licence may be sold.

Designation:

{Insert the following two provisions if the Aboriginal Organization has not agreed to take a communal licence i.e. there is no agreement; otherwise these two provisions should be deleted}

The members of *{name of the First Nation(s)}* are hereby designated to fish under this licence.

Designations are personal and non-transferable. Individuals who fish under this licence shall carry documentation to establish their membership in the *{name of the First Nation(s)}* while participating in the Fishery and while transporting fish harvested under the Fishery and will present such documentation on request by any fishery officer or fishery guardian.

{If an agreement has been signed with the Aboriginal Organization in question, provisions should be inserted here to reflect the method agreed to for identifying the individuals designated to fish. These provisions should also contain, where appropriate, the amount and type of gear that may be used by each designated person if this has not already been specified under the Gear section of the schedule. If there is no agreement, the following two provisions should be deleted.}

{Check the agreement with the Aboriginal Organization to determine who or what is to authorized to designate persons to fish. The standard Agreements refer to the Aboriginal Organization. In those cases, insert the name of the Aboriginal Organization. If someone else is set out in the Agreement, e.g. the manager of the Aboriginal Organization, set that out} will designate persons who may fish under this licence. *{If assistance is required in determining the appropriate entity that should be authorized to designate persons, contact legal counsel.}* Before fishing under this licence commences, the *{name of Aboriginal Organization}* will provide DFO with a list of the persons designated to fish. *{Amend this provision as needed to reflect the agreement with the Aboriginal Organization. If assistance is needed, consult with legal counsel}*.

Designations are personal and non-transferable. Designations must contain details of this licence including the species that may be caught, fishing times, allocations, fishing gear, fishing areas and reporting requirements. Proof of designation must be carried at all times by designated persons while participating in the Fishery or while transporting fish harvested in the Fishery. Proof of designation must be presented to any fishery officer or fishery guardian on request.

Monitoring and Catch Reporting:

{If an agreement has been signed with the Aboriginal Organization in question, this provision should reflect, in a general way, the terms of the agreement to the extent that such terms fall within the scope of conditions that may be included in a licence pursuant to the Regulations. If there is no agreement, the reporting requirement should be the minimum required for proper management and conservation of the fishery and protection and conservation of fish.}

This provision should contain requirements for catch monitoring and reporting on a timely basis. This could be as simple as requiring that designated individuals harvesting under this licence provide the Aboriginal Organization with catch information, and that Aboriginal Organization pass the information on to DFO. Where appropriate there may be a necessity for more specific record keeping and reporting requirements through individual catch logs, daily reporting, hail requirements etc. The following is an example of relatively minimal reporting requirements:

Catch monitoring will be conducted by DFO and the *{name of Aboriginal Organization}*. Where, during a week, fishing is carried out under this licence, the *{name of Aboriginal Organization}* will provide DFO with net counts and catch information on the fishing on *{insert day of the week}* of the following week. This will include total numbers of nets used in fishing, total hours fished and total catches by species.}

Other Provisions:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with the Fisheries Act and the regulations made under that Act is a condition of this licence.

{This section may contain any other conditions that are permitted under the regulations. Examples might be voluntary release of fish, disposition of tags from tagged fish, or landing site requirements.}

Dated: _____

(Name of Fishery Officer)

Department of Fisheries and Oceans

5

SCHEDULE

	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
ITEM	SPECIES	QUANTITIES	LOCATION	DATES AND TIMES	GEAR AND GEAR MARKINGS
1.					
2.					

{The following is an example of how the completed schedule could read. The example and this note are to be deleted before the licence is issued. It will of course depend on the contents of any agreement with the Aboriginal Organization. If assistance is needed, please contact legal counsel. If 12:00 is used, add "noon" or "midnight" to avoid confusion.}

	<i>COLUMN I</i>	<i>COLUMN II</i>	<i>COLUMN III</i>	<i>COLUMN IV</i>	<i>COLUMN V</i>
<i>ITEM</i>	<i>SPECIES</i>	<i>QUANTITIES</i>	<i>LOCATION</i>	<i>DATES AND TIMES</i>	<i>GEAR AND GEAR MARKINGS</i>
<i>1.</i>	<i>Salmon</i>	<i>50 multi-year salmon (i.e. salmon that are 63 cm. in length or longer), of which no fewer than 37 must be male, and 50 grilse (i.e. salmon that are less than 63 cm. in length)</i>	<i>In the White River between point A and point B</i>	<i>From 12:00 noon on August 1, 1994 to 12:00 midnight on August 15, 1994</i>	<i>3 Type A trap nets. Each trap net must be marked with name of the Aboriginal Organization and the name of the person using the trap net.</i>
<i>2.</i>	<i>Lobster</i>	<i>no restriction on quantities</i>	<i>In Green Cove westward of point A</i>	<i>From 8:00 a.m. to 6:00 p.m. on every Friday from July 1, 1994 to September 30, 1994</i>	<i>100 lobster traps. Each trap must be marked with the name of the Aboriginal Organization and the name of the person using the lobster trap.</i>

Please note that additional provisions, such as tagging in the case of salmon, should be inserted in the body of the licence under the heading "Other Provisions".

DRAFT FOR DISCUSSION PURPOSES

Communal Commercial Licence for
Atlantic Canada - May 25, 1994
version

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in *italics* throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the *italicized instructions*.

ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations. This licence is valid from _____, 19__ to _____, 19__.
{Insert period for which licence is valid.}

This licence confers on the **{Insert name of the Aboriginal Organization, which may be a separately defined Authority, Tribal Council or, First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organization] for and on behalf of the First Nations which it represents"}**, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

DEFINITIONS:

In this licence,

{Insert a definition of the commercial licence the terms and conditions of which are being followed for the communal licence. The commercial licence should be defined in terms of the regulation and provision that establishes it. Where the communal licence authorizes a certain gear type, the definition of the commercial licence should be one that authorizes fishing with that gear. This draft communal licence uses a Commercial Fishing Licence. If another commercial licence is used, the reference throughout the form of the licence must be changed. Please note commercial licences may be issued under other regulation than the Atlantic Fishery Regulation, 1985.}

"Commercial Fishing Licences" means Commercial Fishing Licences that are issued pursuant to section 17 of the Atlantic Fishery Regulations, 1985 and that authorize fishing for **{species}** with a **{gear type}**.

{The following definition should be included where the licence is issued to an Aboriginal Organization acting for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the **{insert name of Aboriginal Organization}**:

{list the member Indian bands here}:

SPECIES:

The following species of fish is permitted to be taken under the authority of this licence:

{Set out the species. The species should be the same species referred to in the definition "Commercial Fishing Licences".}

DESIGNATED VESSEL:

This licence authorizes fishing using the following vessel:

Vessel Name _____
Vessel Registration Number _____ Department of Transport No. _____

This vessel is approximately _____ feet with a net tonnage of _____ tons.

SALE OF FISH:

Sale of fish that are caught under the authority of this licence is permitted.

DATES, TIMES, AREAS, GEAR AND SPECIES:

Fishing is permitted for a species authorized herein in the waters where and at the times when holders of Commercial Fishing Licences are authorized to fish for that species.

A [gear type] is permitted to be used in fishing for a species authorized herein in the situation where and at the times when holders of Commercial Fishing Licences are authorized to use that [gear type] in fishing for that species.

Fishing and related activities shall be conducted in the same manner and in accordance with the same requirements as for holders of Commercial Fishing Licences.

DESIGNATED FISHERS:

The {Name of Aboriginal Organization} shall designate in writing each person who may fish under the authority of this licence.

ADDITIONAL CONDITIONS:

The authority to fish under this licence is also subject to the conditions set out in the schedule attached hereto. **{Set out the conditions in the schedule.}**

APPLICATION OF REGULATIONS UNDER THE FISHERIES ACT:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with all provisions relating to commercial fishing and all other provisions of the Fisheries Act and regulations made under the Fisheries Act is a condition of this licence.

Dated: _____

Issued by:

{insert title of person who issues licence}
Department of Fisheries and Oceans

SCHEDULE

This licence is subject to the following conditions:

- 1.
- 2.

{Set out the conditions that would usually apply to the Commercial Fishing Licence, subject to such changes as the circumstances require.}

DRAFT FOR DISCUSSION PURPOSES (Pacific) - June 13, 1994 version

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

199_ {Insert year} ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations.

This licence does not define an aboriginal right to fish or its scope; however, for the 199_ {Insert year} fishing season, it is intended to provide a mechanism, for reasons of proper management and control of the fisheries and conservation and protection of fish, for requiring compliance with the provisions of this licence.

This licence confers on the {name of Aboriginal Organization - which can be a separately defined Authority, Tribal Council or First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organization] for and on behalf of the First Nation which it represents"}, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

Definitions:

{This section may include other definitions that will help to clarify the conditions that follow.}

"DFO" means the Department of Fisheries and Oceans.

"Fishery" means fishing under the authority of this licence.

{The following definition should be included where the licence is issued to an Aboriginal Organization for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of the Aboriginal Organization}:

{list the member Indian bands here}

Species:

The following species of fish are permitted to be taken:

{List the specific species covered under this licence.}

Allocation:

The Fishery is limited to a maximum combined harvest of:

{number of pounds, tons, tonnes or pieces for each species listed above}

subject to closures and other terms and conditions of this licence. The authority to fish each species under this licence will expire on {date}, or earlier if DFO, after consultation with the {name of Aboriginal Organization}, determines that the allocation has been reached.

This licence is for an allocation for 19__ {insert year} for management purposes only, and is without prejudice to allocations in future years.

Use of Fish:

{If no sale of fish harvested under this licence is allowed, insert following provision}

Fish harvested under this licence are for food, social and ceremonial purposes. Without prejudice to future agreements or regulations, sale of fish caught under this licence is not permitted.

{If sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence includes fish for food, social and ceremonial purposes.

{If sale of fish harvested under this licence is allowed, also select the most appropriate of the following two statements with respect to sale and delete the other statement with respect to sale.}

Sale of fish caught under this licence is permitted.

or

{insert number} per cent of fish caught under this licence may be sold.

Gear and Gear Identification:

The following gear is permitted to be used:

{Specify the gear or harvest method to be used for each species and the methods required for marking or identifying authorized gear. Where appropriate the maximum number of gear in use at any one time should be specified.}

Dates and Times:

{This section must contain the full dates, including the year, during which fishing is permitted. This section may also include any additional restrictions as a result of any closures for health and safety such as "Where prohibition order(s) are in effect because of Paralytic Shellfish Poison (PSP), clam harvesting is prohibited." If 12:00 is used, add "noon" or "midnight" as appropriate.}

Fishing is authorized by this licence from ____:____.m.
_____, 199_ to ____:____.m. _____, 199_, subject
to amendments to the conditions of this licence and subject
to close times as may be varied by the Director-General,
Pacific Region, DFO in accordance with the Fishery (General)
Regulations.

Areas:

{This section must specify the geographic areas where fishing is authorized under this licence. e.g. This licence authorizes fishing in the waters of the Fraser River from Bride Creek to Last Town.}

Designation:

{Insert the following two provisions if the Aboriginal Organization has not agreed to take a communal licence i.e. there is no agreement; otherwise these two provisions should be deleted}

The members of {name of the First Nation(s)} are hereby designated to fish under this licence.

Designations are personal and non-transferable. Individuals who fish under this licence shall carry documentation to establish their membership in the {name of the First Nation(s)} while participating in the Fishery and while transporting fish harvested under the Fishery and will present such documentation on request by any fishery officer or fishery guardian.

{If an agreement has been signed with the Aboriginal Organization in question, provisions should be inserted here to reflect the method agreed to for identifying the individuals designated to fish. These provisions should also contain, where appropriate, the amount and type of gear that may be used by each designated person if this has not already been specified under the Gear section of the schedule. If there is no agreement, the following two provisions should be deleted.}

{Check the agreement with the Aboriginal Organization to determine who or what is to authorized to designate persons to fish. The standard agreements refer to the Aboriginal Organization. In those cases, insert the name of the Aboriginal Organization. If someone else is set out in the Agreement, e.g. the manager of the Aboriginal Organization, set that out} will designate persons who may fish under this licence. {If assistance is required in determining the appropriate entity that should be authorized to designate persons, contact legal counsel.} Before fishing under this licence commences, the {name of Aboriginal Organization} will provide DFO with a list of the persons designated to fish. {Amend this provision as needed to reflect the agreement with the Aboriginal Organization. If assistance is needed, consult with legal counsel}.

Designations are personal and non-transferable. Designations must contain details of this licence including the species that may be caught, fishing times, allocations, fishing gear, fishing areas and reporting requirements. Proof of designation must be carried at all times by designated persons while participating in the Fishery or while transporting fish harvested in the Fishery. Proof of designation must be presented to any fishery officer or fishery guardian on request.

{Where vessels are to be used in the Fishery, add the appropriate following provisions, otherwise delete the following:}

{Where there is no agreement, add the following:}

{insert number and type of vessels} may be used to harvest fish under this licence. The total number of vessels that may be used in the Fishery at any one time shall not exceed {insert total number of vessels permitted} vessels. The {name of the Aboriginal Organization} will notify DFO of any vessel to be used in the Fishery at least 24 hours before the vessel is used.

{Where there is an agreement, add the following:}

Where a person designated by the {name of Aboriginal

Organization} in accordance with this licence intends to use a vessel to participate in the Fishery, the {name of Aboriginal Organization} must notify DFO at least 24 hours before the vessel is used.

The {name of Aboriginal Organization} will designate vessels that will be used in the Fishery. Vessel designations must set out the fishing times, areas and gear authorized by this licence. Proof of vessel designation must be carried on the vessel at all times while the vessel is being used in the Fishery or while transporting fish harvested in the Fishery. Proof of vessel designation must be presented to any fishery officer or fishery guardian on request.

The total number of designated vessels that may be used in the Fishery at any one time shall not exceed {insert total number of vessels permitted} vessels. No vessel shall be used in the Fishery unless it has been designated by {name of the Aboriginal Organization} in accordance with this licence.

Monitoring and Catch Reporting:

{If an agreement has been signed with the Aboriginal Organization in question, this provision should reflect, in a general way, the terms of the agreement to the extent that such terms fall within the scope of conditions which may be included in a licence pursuant to the Regulations. If there is no agreement, the reporting requirement should be the minimum required for proper management and conservation of the fishery and protection and conservation of fish.}

This provision should contain requirements for catch monitoring and reporting on a timely basis. This could be as simple as requiring that designated individuals harvesting under this licence provide the Aboriginal Organization with catch information, and that Aboriginal Organization pass the information on to DFO. Where appropriate there may be a necessity for more specific record keeping and reporting requirements through individual catch logs, daily reporting, hail requirements etc. The following is an example of relatively minimal reporting requirements:

Catch monitoring will be conducted by DFO and the {name of Aboriginal Organization}. The {name of Aboriginal Organization} will provide DFO with net counts and catch information on the first {insert day of the week} following any fishing any fishing under this licence. This will include total numbers of nets used in fishing, total hours fished and total catches by species.}

Other Provisions:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with the Fisheries Act and the regulations made under that Act is a condition of this licence.

{This section may contain any other conditions which are permitted under the regulations. Examples might be voluntary release of steelhead, disposition of tags from tagged fish, or landing site requirements.}

Dated: _____

(Name of Fishery Officer)
Department of Fisheries and Oceans

DRAFT FOR DISCUSSION PURPOSES

Licence with chart attached (Pacific) -
June 13, 1994 version

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

199_ {Insert year} ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations.

This licence does not define an aboriginal right to fish or its scope; however, for the 199_ {Insert year} fishing season, it is intended to provide a mechanism, for reasons of proper management and control of the fisheries and conservation and protection of fish, for requiring compliance with the provisions of this licence.

This licence confers on the {name of Aboriginal Organization - which can be a separately defined Authority, Tribal Council or First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organization] for and on behalf of the First Nation which it represents"}, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

Definitions:

{This section may include other definitions that will help to clarify the conditions that follow.}

"DFO" means the Department of Fisheries and Oceans.

"Fishery" means fishing under the authority of this licence.

{The following definition should be included where the licence is issued to an Aboriginal Organization acting for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of Aboriginal Organization}:

{list the member bands here}

Species, Quantities, Locations, Times, Gear and Gear Marking:

Subject to amendments to the conditions of this licence and subject to close times as may be varied by the Director-General, Pacific Region, DFO, in accordance with the Fishery (General) Regulations, the species of fish set out in column I of an item of the schedule are permitted to be taken in the quantities set out in column II of that item in the location set out in column III of that item during the dates and times set out in column IV of that item using the gear set out in column V of that item that is marked as set out in that column of that item.

This section may also include any additional restrictions as a result of any closures for health and safety such as "Where prohibition order(s) are in effect because of Paralytic Shellfish Poison (PSP), clam harvesting is prohibited."

The authority to fish each species under this licence will expire on {date}, or earlier if DFO, after consultation with the {name of Aboriginal organization}, determines that the allocation has been reached.

This licence is for an allocation for 19__ {insert date} for management purposes only, and is without prejudice to allocations in future years.

Use of Fish:

{If no sale of fish harvest under this licence is allowed, insert the following provision}

Fish harvested under this licence are for food, social and ceremonial purposes. Without prejudice to future agreements or regulations, sale of fish caught under this licence is not permitted.

If sale of fish harvested under this licence is allowed, insert the following provision}

Fish harvested under authority of this licence includes fish for food, social and ceremonial purposes.

{If sale of fish harvested under this licence is allowed, also select the most appropriate of the following two statements with respect to sale and delete the other statement with respect to sale.}

Sale of fish caught under this licence is permitted.

or

{insert number} per cent of fish caught under this licence may be sold.

Designation:

{Insert the following two provisions if the Aboriginal Organization has not agreed to take a communal licence i.e. there is no agreement; otherwise this section should be deleted}

The members of {name of the First Nation(s)} are hereby designated to fish under this licence.

Designations are personal and non-transferable. Individuals who fish under this licence shall carry documentation to establish their membership in the {name of the First Nation(s)} while participating in the Fishery and while transporting fish harvested under the Fishery and will present such documentation on request by any fishery officer or fishery guardian.

{If an agreement has been signed with the Aboriginal Organization in question, provisions should be inserted here to reflect the method agreed to for identifying the individuals designated to fish. These provisions should also contain, where appropriate, the amount and type of gear that may be used by each designated person if this has not already been specified under the Gear section. If there is no agreement, the following two provisions should be deleted.}

{Check the agreement with the Aboriginal Organization to determine who or what is to authorized to designate persons to fish. The standard Agreements refer to the Aboriginal Organization. In those cases, insert the name of the Aboriginal Organization. If someone else is set out in the Agreement, e.g. the manager of the Aboriginal Organization, set that out} will designate persons who may fish under this licence. {If assistance is required in determining the appropriate entity that should be authorized to designate persons, contact legal counsel.} Before fishing under this licence commences, the {name of Aboriginal Organization} will provide DFO with a list of the persons designated to fish. {Amend this provision as needed to reflect the agreement with the Aboriginal Organization. If assistance is needed, consult with legal counsel.}

Designations are personal and non-transferable. Designations must contain details of this licence including the species that may be caught, fishing times, allocations, fishing gear, fishing areas and reporting requirements. Proof of designation must be carried at all times by

designated persons while participating in the Fishery or while transporting fish harvested in the Fishery. Proof of designation must be presented to any fishery officer or fishery guardian on request.

{Where vessels are to be used in the Fishery, add the appropriate following provisions, otherwise delete the following:}

{Where there is no agreement, add the following:}

{insert number and type of vessels} may be used to harvest fish under this licence. The total number of vessels that may be used in the Fishery at any one time shall not exceed {insert total number of vessels permitted} vessels. The {name of the Aboriginal Organization} will notify DFO of any vessel to be used in the Fishery at least 24 hours before the vessel is used.

{Where there is an agreement, add the following:}

Where a person designated by the {name of Aboriginal Organization} in accordance with this licence intends to use a vessel to participate in the Fishery, the {name of Aboriginal Organization} must notify DFO at least 24 hours before the vessel is used.

The {name of Aboriginal Organization} will designate vessels that will be used in the Fishery. Vessel designations must set out the fishing times, areas and gear authorized by this licence. Proof of vessel designation must be carried on the vessel at all times while the vessel is being used in the Fishery or while transporting fish harvested in the Fishery. Proof of vessel designation must be presented to any fishery officer or fishery guardian on request.

The total number of designated vessels that may be used in the Fishery at any one time shall not exceed {insert total number of vessels permitted} vessels. No vessel shall be used in the Fishery unless it has been designated by {name of the Aboriginal Organization} in accordance with this licence.

Monitoring and Catch Reporting:

{If an agreement has been signed with the Aboriginal Organization in question, this provision should reflect, in a general way, the terms of the agreement to the extent that such terms fall within the scope of conditions that may be included in a licence pursuant to the Regulations. If there is no agreement, the reporting requirement should be the

minimum required for proper management and conservation of the fishery and protection and conservation of fish.

This provision should contain requirements for catch monitoring and reporting on a timely basis. This could be as simple as requiring that designated individuals harvesting under this licence provide the Aboriginal Organization with catch information, and that Aboriginal Organization pass the information on to DFO. Where appropriate there may be a necessity for more specific record keeping and reporting requirements through individual catch logs, daily reporting, hail requirements etc. The following is an example of relatively minimal reporting requirements:

Catch monitoring will be conducted by DFO and the {name of Aboriginal Organization}. Where, during a week, fishing is carried out under this licence, the {name of Aboriginal Organization} will provide DFO with net counts and catch information on the {insert day of the week} of the following week. This will include total numbers of nets used in fishing, total hours fished and total catches by species.}

Other Provisions:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with the Fisheries Act and the regulations made under that Act is a condition of this licence.

{This section may contain any other conditions that are permitted under the regulations. Examples might be voluntary release of steelhead, disposition of tags from tagged fish, or landing site requirements.}

Dated: _____

(Name of Fishery Officer)
Department of Fisheries and Oceans

6

SCHEDULE

	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
ITEM	SPECIES	QUANTITIES	LOCATION	DATES AND TIMES	GEAR AND GEAR MARKINGS
1.					
2.					

{The following is an example of how the completed schedule could read. The example and this note are to be deleted before the licence is issued. It will of course depend on the contents of any agreement with the Aboriginal Organization. If assistance is needed, please contact legal counsel. If 12:00 is used, add "noon" or "midnight" to avoid confusion as to when the time period starts or ends.}

	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>	<u>COLUMN IV</u>	<u>COLUMN V</u>
<u>ITEM</u>	<u>SPECIES</u>	<u>QUANTITIES</u>	<u>LOCATION</u>	<u>DATES AND TIMES</u>	<u>GEAR AND GEAR MARKINGS</u>
<u>1.</u>	<u>Sockeye Salmon</u>	<u>100 sockeye salmon of which no fewer than 25 must be Jacks</u>	<u>In the White River between point A and point B</u>	<u>From 12:00 noon on August 1, 1994 to 12:00 midnight on August 15, 1994</u>	<u>3 Type A nets. Each net must be marked with name of the Aboriginal Organization and the name of the person using the net.</u>
<u>2.</u>	<u>Orange Crabs</u>	<u>no restriction on quantities</u>	<u>In Green Cove westward of point A</u>	<u>From 8:00 a.m. to 6:00 p.m. on every Friday from July 1, 1994 to September 30, 1994</u>	<u>100 crab traps. Each trap must be marked with the name of the Aboriginal Organization and the name of the person using the crab trap.</u>

Please note that additional provisions should be inserted in the body of the licence under the heading "Other Provisions".

DRAFT FOR DISCUSSION PURPOSES
PACIFIC - August 2, 1995
version

This Fisheries Agreement made

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(hereinafter called "DFO")

- OF THE FIRST PART -

AND: [Insert name of Aboriginal organization] for and on
behalf of the First Nations which it represents
(hereinafter called the "Aboriginal Organization")

- OF THE SECOND PART -

WHEREAS the Parties confirm their commitment to a relationship
based on mutual respect and understanding;

AND WHEREAS the Parties are both interested in the conservation,
protection and management of fisheries resources in the area
outlined on the sketch attached as Schedule A hereto, hereinafter
called the "Area";

NOW THEREFORE the Parties agree as follows:

Purposes

- 1.(1) The purpose of this Agreement is to provide for the
management of the Fishery and the involvement of the
Aboriginal Organization in the management, protection and
enhancement of fisheries resources and fish habitat in the
Area.
- 1.(2) The Aboriginal Organization agrees to the provisions with
respect to the Fishery and the other provisions set out in
this Agreement, for the period of their applicability as
set out in this Agreement, for the purpose of ensuring
orderly management of fisheries and conservation of
fisheries resources.
- 1.(3) The Parties agree that this Agreement shall not serve to
define or to limit aboriginal or treaty rights and is not
intended to be, and shall not be interpreted to be, an
agreement or a treaty within the meaning of section 35 of
the Constitution Act, 1982.

- 1.(4) The Parties recognize that this Agreement is the result of negotiations conducted within the context of current legislation, jurisprudence and government policy and, as such, does not constitute, and shall not be interpreted as, evidence of the nature or extent of aboriginal or treaty fishing rights and is made without prejudice to the positions taken by either Party with respect to aboriginal or treaty rights or title.
- 1.(5) The Parties acknowledge that the subject matter of this Agreement may become the subject of treaty negotiations between the Federal Crown and one or more of the First Nations and that, should this occur, the value of any benefit that has been obtained by those First Nations through this Agreement may be considered in those negotiations and, if the First Nations agree, may be listed in the resulting treaty as partial fulfilment of the Federal Crown's responsibilities under the treaty.
- 1.(6) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.
- 1.(7) The Parties intend that this Agreement will establish the relationship between the Parties with respect to all matters and issues that this Agreement addresses and will supersede and replace all other arrangements and agreements between the Parties with respect to those matters and issues.

*** alternate wording where existing Framework/working agreement***

This Agreement is negotiated pursuant to the Framework/Working Agreement signed by the Parties on _____. While this Agreement does not supersede or replace anything set out in the Framework/Working Agreement, the Parties intend that this Agreement will supersede and replace all other arrangements and agreements between the Parties with respect to the matters and issues addressed by this Agreement.

Management of the Fishery

- 2.(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B to this Agreement.
- 2.(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B and all other information pertinent to the management of the Fishery.

- 2.(3) The Parties will work together to develop a program related to increasing the involvement of the Aboriginal Organization in the management of fish harvesting by the First Nations in the Area.

Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C to this Agreement.

Access to Salmon Excess to Spawning Requirements

4. The Parties agree to comply with the provisions pertaining to access to salmon excess to spawning requirements set out in Schedule D to this Agreement.

Aboriginal Fisheries Officers

5. The Parties agree to comply with the provisions pertaining to Aboriginal Fisheries Officers set out in Schedule E to this Agreement.

Integrated Fisheries Management

- 6.(1) The Parties agree that the Aboriginal Organization shall participate in committees and other consultative structures as set out in Schedule F for the purpose of integrating the management of the fisheries.
- 6.(2) The management provisions of this Agreement may be coordinated with the management provisions of watershed agreements and other agreements entered into with other aboriginal groups to ensure integrated management of the stocks used by all groups.

Habitat

7. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G to this Agreement.

Co-operative Management, Economic Development and Funding

- 8.(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H to this Agreement.

- 8.(2) The Parties agree to comply with the provisions pertaining to assistance other than monetary assistance set out in Schedule I to this Agreement.

Consultations

9. A Party may, in its discretion, engage in public consultation on any aspect of this Agreement or its implementation. Both Parties agree to advise the other Party before engaging in any such consultation and agree to respect the confidentiality of any negotiations with respect to this Agreement.
10. DFO and the Aboriginal Organization agree to keep relevant federal departments and relevant provincial agencies advised of the status and nature of any negotiations with respect to this Agreement and to invite such departments and agencies to participate in negotiations where appropriate.

Implementation and Evaluation

11. The Parties hereby establish the Implementation Committee described in Schedule J.

Fisheries Management

- 11.1 The Parties agree to comply with the provisions pertaining to fisheries management set out in Schedule K to this Agreement.

Ratification

- 12.(1) The Aboriginal Organization warrants that the representative(s) who execute(s) this Agreement on behalf of the Aboriginal Organization has (have) authority to bind the Aboriginal Organization and the members of the First Nations.
- 12.(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.
- 12.(3) Execution of this Agreement by the representative(s) referred to in subsection (1) constitutes ratification of this Agreement by the Aboriginal Organization and the First Nations.

- 12.(4) The Aboriginal Organization will inform the members of the First Nations of the contents of this Agreement.

Duration and Termination

- 13.(1) This Agreement will come into force on execution by both Parties and, subject to subsections (2) to (8), will terminate on March 31, 1999 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 13.(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 13.(3) Notwithstanding subsection (2), this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 13.(4) Unless otherwise provided for in a schedule to this Agreement, a schedule to this Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 13.(5) Notwithstanding subsection (4), a schedule to this Agreement may be terminated for non-compliance with the schedule immediately on notice in writing to that effect given to the other Party.
- 13.(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.
- 13.(7) A First Nation may advise DFO that the Aboriginal Organization no longer acts for and on behalf of the First Nation by sending a notice in writing to that effect to DFO.
- 13.(8) Notwithstanding subsection (2), where DFO receives a notice in writing from a First Nation to the effect that the Aboriginal Organization no longer acts for and on behalf of the First Nation, DFO may terminate this Agreement immediately on notice in writing to that effect to the Aboriginal Organization.

Notice and Representatives

- 14.(1) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by courier,

registered mail or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

To DFO

Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention:

Director General, Aboriginal Affairs

Telephone: (613) 990-0181

Facsimile: (613) 993-7651

To Aboriginal Organization

Attention:

Telephone: _____

Facsimile: _____

- 14.(2) A notice, request, direction, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile transmission or delivered in person.
- 14.(3) A Party may change its representative, address or telephone or facsimile number by giving a notice of change to the other Party in accordance with subsection (1).

Schedules

- 15.(1) The following Schedules form part of this Agreement:

Schedule A - Sketch showing Area

Schedule B-1 - Provisions pertaining to the Fishery

- Schedule C-1 - Provisions pertaining to communal commercial fisheries access
- Schedule D-1 - Provisions pertaining to access to salmon excess to spawning requirements
- Schedule E-1 - Provisions pertaining to Aboriginal Fisheries Officers
- Schedule F-1 - Provisions pertaining to the integration of the management of fisheries
- Schedule G-1 - Provisions pertaining to habitat
- Schedule H-1 - Provisions pertaining to monetary assistance
- Schedule I-1 - Provisions pertaining to assistance other than monetary assistance
- Schedule J - Provisions pertaining to the Implementation Committee
- Schedule K-1 - Provisions pertaining to fisheries management

15.(2) It is understood that, with respect to Schedules B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, and K-1, all of the applicable provisions may not be agreed on and contained in the relevant schedules at the time of the signing of this Agreement. The Parties will therefore work together and agree from time to time on additional provisions pertaining to the matters dealt with in these Schedules. Where the Parties agree on additional provisions, the Parties will set out those provisions in additional schedules and the schedules will become part of this Agreement on the written agreement of both Parties.

15.(3) Where, pursuant to subsection (2), an additional schedule becomes part of this Agreement, the additional schedule will make reference to the particular schedule to which it relates and will be numbered in chronological order. For example, if the additional provisions relate to the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement, the first of the additional schedules setting out provisions pertaining to the Fishery will be identified as "Schedule B-2" to this Agreement, the second additional schedule as "Schedule B-3" and so on.

- 15.(4) A reference to Schedule B, C, D, E, F, G, H, I, or K means Schedule B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection (2) and thus bear the same letter.

General

- 16.(1) Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the Aboriginal Organization will work together to implement this Agreement.
- 16.(2) No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 16.(3) No individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post Employment Code for the Public Service apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
- 16.(4) The Aboriginal Organization will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The Aboriginal Organization will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 16.(5) No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.
- 16.(6) Nothing contained in this Agreement nor any acts of the Aboriginal Organization or a First Nation or of DFO shall constitute or be deemed to constitute the Aboriginal Organization or the First Nation as an agent of DFO or DFO as an agent of the Aboriginal Organization or the First Nation.
- 16.(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 16.(8) Any information to be provided by or to DFO or shared by or with DFO pursuant to this Agreement shall be subject to the Access to Information Act, R.S.C. 1985, c. A-1, and the Privacy Act, R.S.C. 1985, c. P-21, as amended from time to time.

- 16.(9) Where, pursuant to this Agreement, the Aboriginal Organization undertakes activities, the Aboriginal Organization will comply with the Fisheries Act, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.
- 16.(10) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 16.(11) Without limiting the generality of subsections (9) and (10), the Aboriginal Organization will ensure that any authorizations required pursuant to subsection 35(2) of the Fisheries Act, R.S.C. 1985, c. F-14 and any other authorizations required by law are obtained prior to the commencement of any habitat, enhancement or other activities, under this Agreement, and that those activities are conducted in accordance with those authorizations.
- 16.(12) The Aboriginal Organization shall not assign this Agreement or any part thereof.
- 16.(13) Subject to section 15 and subsection (5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 16.(14) The Aboriginal Organization shall indemnify and save harmless Her Majesty the Queen in right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Aboriginal Organization or any of the First Nations, their officers, members, employees, agents, contractors or anyone for whom the Aboriginal Organization or any one of the First Nations is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.
- 16.(15) DFO and the Aboriginal Organization shall consult from time to time at the request of each other on all matters arising out of this Agreement and will work together to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 16.(16) Any work or other activities carried out by or on behalf of the Aboriginal Organization and any members of the First Nations pursuant to this Agreement shall be carried out to the satisfaction of DFO and in accordance with scientific standards, quality standards, and other standards established jointly by DFO and the Aboriginal Organization.

- 16.(17) The obligations of the Aboriginal Organization under subsection (14) shall survive the termination of this Agreement.
- 16.(18) The Aboriginal Organization shall purchase, provide and maintain insurance, including third party liability insurance, suitable to both the Aboriginal Organization and DFO.
- 16.(19) The Aboriginal Organization will provide DFO with copies of the insurance policies referred to in subsection (18) on request.

Definitions

17. In this Agreement,

"Aboriginal Fisheries Officer" means a member of a First Nation who is designated by the Minister further to Schedule E to this Agreement;

"Agreement" means this agreement and the schedules thereto;

"First Nation" means one of the First Nations;

"First Nations" means the following Indian bands

(a) [list the Indian bands]

"Fiscal Year" means the twelve month period beginning with April 1 of a year and ending with March 31 of the next year;

"Fishery" means the fishing described in Schedule B;

"Minister" means the Minister of Fisheries and Oceans;

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"RDG" means the Director General, Pacific Region,
Department of Fisheries and Oceans;

IN WITNESS WHEREOF the Parties have executed this Agreement under
the hands of their proper officers duly authorized in that behalf
this ____ day of _____, 199_.

[Insert name of Aboriginal Organization]
by its duly authorized representative(s)

Witness

Witness

Her Majesty the Queen in right of
Canada as represented by the
Minister of Fisheries and Oceans by
Director General, Aboriginal Affairs
Branch

Director General, Aboriginal Affairs
Branch, Department of Fisheries and
Oceans

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SCHEDULE A

Note: Sketch with Area outlined to be added.

SCHEDULE B-1

Fishery

Allocation

- 1.(1) The Aboriginal Organization may fish for the following quantities and species of salmon:
 - (a) _____ sockeye salmon;
 - (b) _____ chinook salmon;
 - (c) _____ coho salmon;
 - (d) _____ chum salmon; and
 - (e) _____ pink salmon.
- 1.(2) The Aboriginal Organization agrees to limit the fishing for salmon by the First Nations and their members to fishing as set out in this Schedule or elsewhere in the Agreement.
- 1.(3) Notwithstanding subsection (2), nothing in this Schedule or the Communal Licence will prevent the First Nations and their members from fishing under the authority of any other licence issued under the Fisheries Act and the regulations made pursuant to that Act.
- 1.(4) The quantity of each species of salmon set out in subsection (1) includes any fish of that species taken as by-catch where fishing is directed against salmon or against any other species of fish.

Fishing Plan

- 2.(1) DFO agrees to manage the various fisheries with the goal of providing the Aboriginal Organization with a reasonable opportunity to catch the fish set out in subsection 1(1).
- 2.(2) The dates and times on which fishing for the allocation for salmon set out in subsection 1(1) may occur are as set out in Appendix 1 to this Schedule.

or

- 2.(2) The RDG will establish the waters in which, and the dates and times on which, fishing for the allocation of salmon set out in subsection 1(1) may occur after reviewing the recommendation of the Implementation Committee made pursuant to paragraphs 2(b) and 2(c) of Schedule J to this Agreement according to the procedure set out in subsection 3(4) of that Schedule.
- 2.(3) Where the RDG consults with the Aboriginal Organization on

variations to the waters in which, or the dates and times on which a designated person may fish, the RDG may, by order, vary those waters, dates or times.

- 2.(4) The RDG may, for conservation reasons, reduce or eliminate the amount of fish that may be taken further to this Schedule if the RDG has consulted, where possible, with the Aboriginal Organization on the reduction or elimination.
- 2.(5) Notwithstanding subsection (3), where it is necessary for conservation of a stock, the RDG may make the variations referred to in subsection (3) or (4) before consulting the Aboriginal Organization, but the RDG must consult with the Aboriginal Organization at the first available opportunity.

Disposition of Fish

3. The Aboriginal Organization agrees that the fish referred to in subsection 1(1) are for food, social and ceremonial purposes and may not be sold, traded or bartered.

Licensing

- 4.(1) For management purposes, DFO will issue to the Aboriginal Organization a Communal Licence to catch the species and quantity of fish set out in subsection 1(1). The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4.(2) The terms and conditions of the Communal Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement.

Proof of Designation to Fish under the Licence

- 5.(1) The fishing described in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5.(2) Subject to this subsection, all members of the First Nations who have a Band card are designated to fish. The Aboriginal Organization may designate additional persons as set out in subsection 7(1) of this Schedule. The Aboriginal Organization may prepare a list of members of the First Nations who have a Band card but who nevertheless are not designated to fish. Once the list is provided to DFO pursuant to subsection 7(4) of this Schedule, the members of the First Nations whose names are on the list are not designated.
- 5.(3) A person fishing as set out in this Schedule will carry a Band card or a designation card at all times while engaged

in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Band card or designation card to a DFO fishery officer, a DFO fishery guardian, an Aboriginal Fisheries Officer or an observer on request.

- 5.(4) No vessel other than a designated Vessel will be used in fishing as set out in this Schedule.
- 5.(5) Where a Vessel is engaged in fishing or any other activity, including the harvesting, transporting and landing of fish, referred to in this Schedule, a Valid Designation Card for the Vessel will be carried on board the Vessel at all times while the Vessel is engaged in the fishing or other activity, and will be presented to a DFO fishery officer, a DFO fishery guardian, an Aboriginal Fisheries Officer or an observer on request.
- 5.(6) No individual shall fish as set out in this Schedule from any Vessel referred to in subsection (5) unless the individual is designated to fish and the Vessel shall not be used for any other fishing activities while it is being used for fishing activities as set out in this Schedule.
- 5.(7) If the Vessel referred to in subsection (5) is a commercial fishing vessel, a hold inspection of the Vessel may be conducted by DFO after the Vessel participates in fishing as set out in this Schedule and before the Vessel departs for a commercial opening and no fish harvested as set out in this Schedule may be on board a vessel engaged in commercial fishing.

Gear and Effort

- 6. The total number of each type of gear identified in Appendix 1 to this Schedule in use at any one time shall not exceed the maximum number identified in that Appendix.

Management Responsibility of the Aboriginal Organization

- 7.(1) The Aboriginal Organization will designate persons to fish by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 7.(2) The Aboriginal Organization will designate Vessels that may be used in fishing by issuing Vessel Designation Cards. Each card will be non-transferable and will bear a unique card number, the name of the Vessel designated and the Vessel registration number.

- 7.(3) The Aboriginal Organization will
- (a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;
 - (b) incorporate the terms and conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated; and
 - (c) notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions of the Communal Licence.
- 7.(4) Before the fishing described in this Schedule commences, the Aboriginal Organization will provide to DFO a list of the names of the members of the First Nations who have Band cards but who nevertheless are not designated to fish and a list of the names of all persons designated to fish pursuant to subsection (1) together with their designation card number and, where a Vessel is to be used for fishing, the name of the Vessel, the Vessel Designation Card number and the registration number of the Vessel.
- 7.(5) The Aboriginal Organization may amend the names, designation card numbers and Vessels in the lists referred to in subsection (4).
- 7.(6) The Aboriginal Organization will provide the amended lists referred to in subsection (5) to DFO before the persons who are newly designated and whose names are set out therein commence fishing and at least 24 hours before any newly designated Vessel is used.
- 7.(7) The Aboriginal Organization will notify the persons who may fish as set out in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.
- 7.(8) The Aboriginal Organization will have Aboriginal Fisheries Officers present during openings of the Fishery and until all fish are landed.
- 7.(9) The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 2 to this Schedule and to account for all fish as set out in those provisions.
- 7.(10) The Aboriginal Organization will provide a copy of this Schedule to each Aboriginal Fisheries Officer.

Costs

8. The Aboriginal Organization is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.

Other Species

9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

Coming into Force

10. This Schedule will come into force as of _____, 19__ and, subject to section 13 of the Agreement, will terminate on March 31, 19__.

Definitions

11. In this Schedule,

"Communal Licence" means any communal fishing licence specified in Appendix 1 to this Schedule;

"observer" means an observer as defined in the Fishery (General) Regulations;

"Schedule" means this schedule and Appendices 1 and 2;

"Vessel" means a vessel larger than 30 feet or a vessel equipped with commercial fishing gear; and

"Vessel Designation Card" means a non-transferable designation card issued in accordance with the method of designation set out in Appendix 1 to this Schedule.

APPENDIX 1 TO SCHEDULE B-1

Communal Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under the communal fishing licence for _____ other than in accordance with the following conditions:
 - (a) By a designated person;
 - (b) Maximum quantity:
 - (c) Location:
 - (d) Dates and Times:
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (f) Number of Fishing Gear/ Type per designated person:
 - (g) Maximum Number of Fishing Gear/ Type at Any One Time:
 - (h) Gear Marking:
 - (i) Maximum Number of Vessels at Any One Time:
2. The methods of designating persons who may fish and vessels which may be used in fishing under the authority of the communal fishing licence are as follows:

[This must be consistent with s. 7. There is no need to repeat what is in s. 7, but additional detail could be set out.]

APPENDIX 2 TO SCHEDULE B-1

1. Aboriginal Fisheries Officers, DFO fishery officers and DFO fishery guardians will work cooperatively to conduct ground hails (catch statistics gathering) and other monitoring activities for the purpose of gathering detailed information on the number of fish caught.
2. Monitoring will account for all fish caught and will be documented in a log book format mutually agreed to by the Parties and verified by DFO fishery officers or DFO fishery guardians and by Aboriginal Fisheries Officers on the ground.
3. The Aboriginal Organization shall keep a running total by species of the number of fish harvested and shall provide the total to DFO on request.
4. DFO may, in its discretion, verify the monitoring processes, including on-site inspections.

SCHEDULE C-1

Communal Commercial Fisheries Access

Licensing

- 1.(1) DFO will issue to the Aboriginal Organization a Communal Commercial Licence as may be specified in the appendix to this Schedule.
- 1.(2) The Communal Commercial Licence shall contain the terms and conditions for a commercial fishing licence for the species, gear type and vessel description, as set out in the appendix to this Schedule.

Proof of Designation to Fish under the Communal Commercial Licence

- 2.(1) No person other than a designated person may fish as set out in this Schedule.
- 2..(2) A person fishing as set out in this Schedule will carry a Communal Commercial Designation Card, as set out in the appendix to this Schedule, at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Communal Commercial Designation Card to a DFO fishery officer, a DFO fishery guardian or an Aboriginal Fisheries Officer on request.

Management Responsibility of the Aboriginal Organization

- 3.(1) The Aboriginal Organization will designate persons to fish under the authority of the Communal Commercial Licence by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 3.(2) Before fishing under the Communal Commercial Licence commences, the Aboriginal Organization will provide to DFO a list of the names of all persons designated to fish under the licence, together with their Communal Commercial Designation Card number and, where a vessel is to be used for fishing, the name and registration number of the vessel.
- 3.(3) The Aboriginal Organization may amend the list of names of persons designated to fish under the Communal Commercial Licence, their Communal Commercial Designation Card numbers and the names and registration numbers of the vessels referred to in subsection (2).

- 3.(4) The Aboriginal Organization will provide the amended list referred to in subsection (3) to DFO before the persons newly designated commence fishing and before any newly designated vessel is used.
- 3.(5) The Aboriginal Organization will notify each person designated to fish under the authority of the Communal Commercial Licence of the terms and conditions of this Schedule and will incorporate the terms and conditions of the Communal Commercial Licence into the terms and conditions of the Communal Commercial Designation card provided to each person designated and the Aboriginal Organization will notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions in the Communal Commercial Licence.

Costs

4. The Aboriginal Organization is responsible for all costs associated with fishing activities referred to in this Schedule.

General

5. Any sale of fish under this Schedule will be subject to all federal and provincial laws related to sale, including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

Coming into Force

6. This Schedule will come into force as of _____, 19__ and subject to section 13 of the Agreement, will terminate on March 31, 19__.

Definitions

7. In this Schedule,

"Communal Commercial Designation Card" means a personal and non-transferable designation card issued in accordance with the method specified in the Communal Commercial Licence;

"Communal Commercial Licence" means any communal fishing licence specified in the appendix to this Schedule; and

"Schedule" means this schedule and the attached appendix.

Appendix to Schedule C-1

Communal Commercial Licence(s)

1. The following lists the communal fishing licence(s) referred to in subsection 1(1) of this Schedule:
 - (a) Species of fish:
Gear type:
Vessel length
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
 - (b) Species of fish:
Gear type:
Vessel length:
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
2. In accordance with subsection 22(6) of the Fishery (General) Regulations, compliance with the Fisheries Act, the Pacific Fishery Regulations, 1993 and all other regulations made under the Fisheries Act will be a condition of the Communal Commercial Licence.
3. {set out the method of designation}

SCHEDULE D-1

Access to Salmon Excess to Spawning Requirements

Allocation

- 1.(1) It is understood and agreed that DFO does not manage fisheries to achieve a Surplus. If, however, while this Schedule is in force, DFO determines that there is a Surplus in a location described in Appendix 1 to this Schedule, DFO will provide the Aboriginal Organization with access to the Surplus. This access may be provided by issuing an ESSR Licence to the Aboriginal Organization or by providing access to surplus salmon at hatcheries owned and operated by DFO.
- 1.(2) Where an ESSR Licence is provided, the Aboriginal Organization will be able, during the period specified in the ESSR Licence, to harvest fish as set out in Appendix 2 to this Schedule and as set out in the terms and conditions of the ESSR Licence and this Schedule.
- 1.(3) Where access is provided to surplus salmon at hatcheries owned and operated by DFO, the Aboriginal Organization will harvest the salmon in accordance with the authorization provided.
- 1.(4) The ESSR Licence may be issued as one or more licences relating to a particular area or time period.
- 1.(5) The Aboriginal Organization will direct all profits from the sale of fish caught toward the costs of fisheries activities carried out by the Aboriginal Organization and agreed to by DFO.

Costs

2. The Aboriginal Organization is responsible for all costs associated with fishing activities referred to in this Schedule.

Reporting Requirements

- 3.(1) The Aboriginal Organization will, on request, report to DFO, with respect to the fish caught, the quantity caught, quantity sold, by-products of the fish, landed value, costs of catching, profits, and disposition or use of profits;
- 3.(2) The Aboriginal Organization will
 - (a) keep records and supporting documentation that set out the information referred to in subsection (1);
 - (b) preserve the records and supporting documentation

referred to in paragraph (a) for a period of two years following termination of this Schedule; and

(c) on demand, provide to DFO any of the records and supporting documentation referred to in paragraph (a) for examination and audit by any person that DFO may from time to time designate.

General

4. Any sale of fish under this Schedule will be subject to all federal and provincial laws relating to sale including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

Coming into Force

5. This Schedule will come into force as of _____, 19____ and, subject to section 13 of the Agreement, will terminate on March 31, 19____.

Definitions

6. In this Schedule,

"ESSR Licence" means the excess salmon to spawning requirements licence referred to in subsection 1(1);

"Schedule" means this schedule and the attached Appendices 1 and 2;

"Surplus" means salmon that

(a) are in excess of the physical incubation and rearing capacity of a natural area or an enhancement facility,

(b) will not be harvested in other aboriginal, commercial or sport fisheries because they are mixed with other stocks that cannot sustain additional harvests, or

(i) they are situated in areas that are not fished by the commercial fishery or are unsuitable for the commercial fishery, and

(ii) they are of a species not taken by a sport fishery or are of such high abundance that they can not be harvested by the sport fishery,

(c) are not needed to meet the food, social and ceremonial needs of an Aboriginal organization, and

(d) are not otherwise allocated to an Aboriginal organization.

APPENDIX 1 TO SCHEDULE D-1

(Attach map or sketch with the location identified)

APPENDIX 2 TO SCHEDULE D-1

ESSR Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under an ESSR Licence for _____ other than in accordance with the following conditions:
 - (a) Maximum quantity:
 - (b) Percentage which may be sold:
 - (c) All profits from the sale of fish to be directed towards fisheries management activities: {mechanism?}
 - (d) Location:
 - (e) Dates and Times:
 - (f) Fishing Gear set at the location(s) and in the manner specified:
 - (i) Gear Marking:

SCHEDULE E-1

Aboriginal Fisheries Officers

Designation

- 1.(1) The Aboriginal Organization shall, during the 199_-9_ Fiscal Year, select _____ members of the First Nations as suitable candidates to be Aboriginal Fisheries Officers. The Minister will be requested to designate those individuals as fishery guardians for that Fiscal Year pursuant to section 5 of the Fisheries Act. The powers of the Aboriginal Fisheries Officers shall be defined in their certificates issued under subsection 5(2) of the Fisheries Act and shall be limited to the Fishery.
- 1.(2) No member of a First Nation shall be designated as an Aboriginal Fisheries Officer further to subsection (1) of this Schedule for the 199_-9_ Fiscal Year unless the Aboriginal Organization selects the member as a suitable candidate for that Fiscal Year.
- 1.(3) Aboriginal Fisheries Officers must meet DFO's training requirements, security clearance and reliability checks.

Role and Duties

- 2.(1) The Aboriginal Fisheries Officers' role is to monitor the Fishery and to carry out other duties in accordance with this Schedule under the direction of the Aboriginal Organization. The duties of Aboriginal Fisheries Officers may include the following:
 - (a) stock assessment activities in accordance with the Agreement;
 - (b) providing catch information in accordance with the Agreement;
 - (c) carrying out patrols on land and water to monitor fishing and habitat activities;
 - (d) carrying out enforcement functions including
 - (i) issuing warnings,
 - (ii) inspecting fishing gear and fish and otherwise gathering evidence,
 - (iii) detention without physical contact and with the appropriate Charter warnings,
 - (iv) taking statements from accused persons, with

the appropriate Charter warnings, and from witnesses,

(v) seizing fish and fishing gear,

(vi) issuing appearance notices,

(vii) assisting in the preparation of court briefs and other court documents, and

(viii) testifying in court and providing evidence in court;

(e) reporting activities that are harmful to fish habitat and participating in other habitat matters; habitat enhancement activities; monitoring water levels and fish-ways; and collecting samples in accordance with procedures specified by DFO;

(f) interacting with

(i) members of the First Nations engaged in fishing,

(ii) persons engaged in commercial and recreational fishing,

(iii) entities and persons who are not members of the First Nations,

(iv) other interested parties, and

(v) other members of the public;

(g) consulting and working cooperatively with DFO enforcement personnel when monitoring fishing activities or carrying out other activities and calling on DFO enforcement personnel when circumstances require action beyond the authority of the Aboriginal Fisheries Officers; and

(h) providing reports on their activities to the Aboriginal Organization and to the local DFO fishery officer.

2.(2) The Aboriginal Fisheries Officers will consult with and work cooperatively with DFO fishery officers and DFO fishery guardians when monitoring the Fishery or carrying out other activities referred to in the Agreement.

2.(3) The Parties recognize that as the training and experience of the Aboriginal Fisheries Officers increase, the scope of their duties may also increase.

Participation in Fishery

3. The Aboriginal Fisheries Officers will not participate in the Fishery while on duty.

Funding

4. The Aboriginal Organization is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Aboriginal Fisheries Officers.

Training

5. DFO and the Aboriginal Organization will attempt to provide academic, technical and safety training. The training may include
 - (a) participation in DFO's Aboriginal Fisheries Officer Training Program;
 - (b) training provided by or through the Aboriginal Organization's initiatives; and
 - (c) ongoing training through joint patrols.

Review of Designation

- 6.(1) The Minister may review the designation of an Aboriginal Fisheries Officer after any conduct considered by the Minister to be a serious breach of the duties or roles set out herein or in the designation certificate, or any conduct considered to be inappropriate for a fishery guardian. If the Minister revokes the designation, DFO will require the immediate return of any materials or equipment issued by DFO.
- 6.(2) The chief of the Aboriginal Organization may request the Minister to review the designation of an Aboriginal Fisheries Officer.

Uniforms and Equipment

7. The Aboriginal Organization is responsible for providing the Aboriginal Fisheries Officers with uniforms or other working attire and shall ensure that no DFO logo is used on the uniforms or attire. No person, other than an Aboriginal Fisheries Officer, shall wear the uniform or other working attire and the Aboriginal Fisheries Officers shall not wear the uniform or other working attire except when on duty. Aboriginal Fisheries Officers shall at all times conduct themselves in a professional manner and shall maintain all equipment, both issued by DFO and by the

Aboriginal Organization, in good working condition.

- 8.(1) The Aboriginal Organization shall provide the Aboriginal Fisheries Officers with the appropriate equipment for operations, communications and personal safety needs.
- 8.(2) The equipment referred to in subsection (1) shall include communications equipment that allows Aboriginal Fisheries Officers to communicate with each other, the Aboriginal Organization and DFO.
- 8.(3) The Aboriginal Organization will obtain the appropriate licences for any communication equipment that it provides to the Aboriginal Fisheries Officers and will ensure that the Aboriginal Fisheries Officers are trained in the appropriate use of radio equipment.

Firearms and Other Authority

- 9.(1) The Parties agree that the Aboriginal Fisheries Officers shall not be issued firearms or any other weapons and will not carry firearms or any other weapons in the course of their duties [other than rifles or shotguns in the situation where rifles or shotguns are needed for protection from bears or other dangerous wildlife and the Aboriginal Fisheries Officers meet the requirements of all applicable laws for the possession and use of the rifles or shotguns].
- 9.(2) The Aboriginal Fisheries Officers shall not be authorized to use physical contact in detaining any person, use force, search, arrest, or seize vehicles or vessels in the course of their duties.

Copies of Schedule

10. The Aboriginal Organization shall provide a copy of this Schedule to each of the Aboriginal Fisheries Officers.

Coming into Force

11. This Schedule will come into force as of _____, 19__ and, subject to section 13 of the Agreement, will terminate on March 31, 199__.

Definitions

12. In this Schedule, "Schedule" means this schedule.

SCHEDULE F-1

Integrated Fisheries Management

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

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SCHEDULE G-1

Habitat

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

Schedule H-1

Monetary Assistance

Definitions

1. In this Schedule,

"Allowable Costs" means costs and expenses approved by DFO that are incurred by and are paid or payable by the Aboriginal Organization during the Fiscal Year referred to in subsection 2(1) of this Schedule in carrying out the Project and that are described in Appendix 1 to this Schedule, but does not include any Goods and Services Tax (GST) paid in relation to those costs and expenses for which the Aboriginal Organization may claim reimbursement or exemption;

"Communal Commercial Licence" means a Communal Commercial Licence as defined in Schedule C;

"Contribution" means the amount referred to in subsection 2(1);

"ESSR Licence" means an ESSR Licence as defined in Schedule D;

"month" means a calendar month or part of a calendar month;

"Project" means the activities described in Appendix 2 to this Schedule, as may be described in more detail in accordance with subsection 3(2).

Contribution and Role

2.(1) DFO will contribute to the Aboriginal Organization up to \$ _____ during the Fiscal Year 19__-19__ to be used exclusively for paying Allowable Costs. Any interest earned by the Aboriginal Organization on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs.

2.(2) In carrying out the Project, the Aboriginal Organization will

(a) act as recipient and administrator of the Contribution;

(b) carry out all its obligations and comply with all the terms and conditions set out in this Schedule;

(c) liaise with DFO with respect to the Project on

behalf of the First Nations; and

(d) coordinate the Project with fisheries related activities carried out by or on behalf of any other aboriginal group if the Project and the fisheries related activities are in respect of the same watershed.

[remove (d) if not applicable and make necessary changes]

Requirements Prior to Advances

- 3.(1) The Aboriginal Organization will provide to DFO, as soon as possible after the coming into force of this Schedule,
- (a) a projection of Allowable Costs to be paid during the Fiscal Year referred to in subsection 2(1) commencing on the day following the date this Schedule comes into force, in the form as set out in Appendix 4 to this Schedule; and
 - (b) a projected summary of results in the form as set out in Appendix 4 to this Schedule.
- 3.(2) DFO may, in its discretion, require the Aboriginal Organization to provide to DFO a detailed description of the Project that is consistent with the description set out in Appendix 2 to this Schedule and that is in a form acceptable to DFO. The detailed description will describe the Project to be undertaken by the Aboriginal Organization and the Aboriginal Organization's obligations in carrying out the Project in more detail than is set out in Appendix 2 to this Schedule.

Method of Payment

Reimbursement

- 4.(1) Where this Schedule comes into force after April 1, 19__, the Aboriginal Organization may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 19__ to the date of the coming into force of this Schedule, which claim will include
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities listed of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;

(c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule..

- 4.(2) Where pursuant to subsection (1), the Aboriginal Organization submits a claim for reimbursement, DFO will reimburse the Aboriginal Organization for Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the claim.

Advances

Select the appropriate subsection 5(1) based on the amount of the Contribution. Please consult with Native Affairs, Ottawa

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each month, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that month that the Aboriginal Organization projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each three month period, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that three month period that the Aboriginal Organization projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of the first three month period and monthly thereafter, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that three month period or month that the Aboriginal Organization projected in the cash flow projection.

- 5.(2) Where a statement of balance referred to in paragraph 8(2)(d) or 9(a) indicates that the total of the reimbursement, advances and payments paid to the Aboriginal Organization pursuant to this Schedule exceed Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the statement of balance (the "Positive Balance"), DFO shall deduct the Positive Balance from any advance or advances, or payment or payments to be made by DFO to the Aboriginal Organization pursuant to subsection (1) or section 7.

Supplementary Payments

- 6.(1) Following receipt of a supplementary report referred to in section 9, DFO may, in its discretion, increase the amount to be paid during the period covered by the revised cash flow projection contained in the supplementary report by:
- (a) adjusting the amounts of the advances to be provided, pursuant to subsection 5(1), during the period; or
 - (b) paying an additional payment to the Aboriginal Organization.
- 6.(2) In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 4(2), 5(1), and 6(1) respectively, exceed [insert an amount equal to 90% of the amount specified in subsection 2(1)]

Final Payment

7. Subject to subsection 11(1) of this Schedule, following receipt and approval of the final report referred to in section 10, DFO will pay to the Aboriginal Organization the amount, if any, by which the Aboriginal Organization's total Allowable Costs as reported in the final report exceed all payments, advances and reimbursements made by DFO under this Schedule.

Reports

Interim Reports

- 8.(1) After the coming into force of this Schedule, DFO will notify the Aboriginal Organization of the dates by which the Aboriginal Organization is to have completed and submitted the reports and other information referred to in subsection (2) and the period of time which the reports and other information are to cover.
- 8.(2) The Aboriginal Organization will complete and submit to DFO for each period of time set out in the notice referred to in subsection (1), an interim report containing
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;

(c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and

(d) a statement of balance as of the last day in the period in the form as set out in Appendix 5 to this Schedule;

on or before dates referred to in subsection (1).

- 8.(3) The Aboriginal Organization may, in conjunction with an interim report referred to in subsection 8(2), submit a revised cash flow projection in the form as set out in Appendix 3 to this Schedule, showing Allowable costs the First Nation expects to incur during the remainder of the Fiscal Year referred to in subsection 2(1).

Supplementary Reports

9. The Aboriginal Organization may, at any time prior to the submission of the final report referred to in section 10, submit a supplementary report consisting of:
- (a) a statement of balance as of the date of the report in the form as set out in Appendix 5 to this Schedule;
 - (b) a report on the progress of the Aboriginal Organization in carrying out the Project to the date of the report, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each of the activities of the Project;
 - (d) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
 - (e) a revised cash flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within fifteen (15) days following
- (a) the Aboriginal Organization incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution, or
 - (b) completion of the Project,

- (c) termination of this Schedule or the Agreement,
- (d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or
- (e) abandonment of the Project by the Aboriginal Organization,

whichever first occurs, the Aboriginal Organization will complete and submit a final report containing:

- (f) a progress report on the Project itemized in relation to each of the activities of the Project;
- (g) a report on Allowable Costs paid or payable, itemized in relation to each of the activities of the Project;
- (h) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
- (i) a statement of balance in the form as set out in Schedule 5 to this Schedule; and
- (j) a summary of benefits in the form as set out in Appendix 4 to this Schedule.

Holdback and Overpayments

- 11.(1) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Schedule exceed [insert amount specified in subsection 2(1)].
- 11.(2) All payments made pursuant to this Schedule are subject to DFO approving the Aboriginal Organization's projected costs and actual expenditures as set out in the reports submitted pursuant to subsections 3(1), 4(1) and 8(2) and sections 9 and 10.
- 11.(3) Where the Aboriginal Organization fails to provide
 - (a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10, [add if applicable - or the audited statement referred to in subsection 12(1)],
 - (b) a detailed description of the Project in accordance with subsection 3(2),
 - (c) the cash flow projection referred to in subsection 3(1), or
 - (d) the statement of balance referred to in

subsection (4)

in a form acceptable to DFO, or by the date the report or information is due, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the relevant document or information in a form acceptable to DFO.

- 11.(4) DFO may, in its discretion, require the Aboriginal Organization to provide a statement of balance in the form as set out in Appendix 5 to this Schedule at any time.
- 11.(5) Where the Aboriginal Organization provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 but the report does not, in DFO's opinion, contain the information required for the report, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the information required.

Audit

[PICK THE APPROPRIATE SECTION 12 - AGREEMENTS \$500,000 AND OVER ONLY]

12. The Aboriginal Organization, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by

(a) a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants, or the Certified General Accountants' Association of British Columbia; or

(b) a person who is certified by the Auditor Certification Board established by section 205 of the Company Act of British Columbia.

or

12. The Aboriginal Organization, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution prepared by an accountant certified to practise in the Province of British Columbia and authorized to prepare such statements in that Province.

or

12. The Aboriginal Organization shall, on demand, permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine the books,

accounts, records, supporting documentation, reports and any other documents referred to in paragraph 13(1)(a) as it deems fit and shall provide all necessary assistance for the audits and examinations.

General Provisions

13.(1) The Aboriginal Organization shall,

(a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;

(b) preserve the books, accounts, records and supporting documentation mentioned in paragraph (a) together with reports and any other documents related to the Project for a period of two years following termination of the Schedule; and

(c) on demand, provide to DFO any of the documentation mentioned in paragraph (a) for examination and audit by any person that DFO may from time to time designate.

13.(2) Within fifteen (15) days following

(a) the Aboriginal Organization having incurred Allowable Costs in an amount equal to or exceeding the full amount of the Contribution,

(b) completion of the Project,

(c) termination of this Schedule or the Agreement,

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or

(e) abandonment of the Project by the Aboriginal Organization,

whichever first occurs, the Aboriginal Organization shall repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Allowable Costs.

13.(3) The Aboriginal Organization shall refund to DFO, forthwith on written request by DFO, any moneys advanced to the Aboriginal Organization for which unsatisfactory evidence has been furnished by the Aboriginal Organization that the moneys have been expended in accordance with this Schedule.

13.(4) Any amount that the Aboriginal Organization is under an obligation to refund or reimburse under subsection (2) or (3) shall be a debt owing to Her Majesty the Queen in right of Canada.

- 13.(5) In no event will DFO make a reimbursement pursuant to subsection 4(2) or adjust the amounts of advances or pay an additional payment pursuant to subsection 6(1) following receipt of the final report referred to in section 10.
- 13.(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the Aboriginal Organization to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans
555 West Hastings Street
3rd Floor
Vancouver, British Columbia
V6B 5G3

Attention: Paul Kariya
Telephone: (604) 666-7885
Facsimile: (604) 666-2336

- 13.(7) The obligations of the Aboriginal Organization under section 12 and subsections (1) to (4) shall survive the termination of this Schedule and the Agreement.
- 13.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

Coming into Force

14. This Schedule comes into force as of _____, 19__.

Appendix 1 to Schedule H-1

Description of Allowable Costs

Allowable Costs will consist of the following types of Allowable Costs:

(a) administrative costs comprised of

- (i) salaries and benefits;
- (ii) other labour costs;
- (iii) supplies and materials costs; and
- (iv) overhead including printing and copying charges;

(b) operational costs comprised of

- (i) salaries and benefits;
- (ii) other labour costs;
- (iii) costs incurred in establishing and operating an office or offices;
- (iv) costs incurred in constructing, establishing and maintaining other facilities;
- (v) costs incurred in purchasing and renting supplies, materials and equipment needed to carry out the Project, including the purchase, lease, repair and maintenance of stock assessment materials, equipment and supplies, vehicle and boat rentals and related transportation costs, and crew safety gear;
- (vi) travel, accommodation, meeting and related expenses;
- (vii) professional fees, consultants' fees and other services other than litigation costs;

(c) costs incurred in carrying out any audits required by DFO;

(d) the costs incurred in retiring one or more commercial fishing licences; and

(e) the costs incurred in acquiring one or more fishing vessels.

[please remove any Allowable Costs categories that are unnecessary]

Appendix 2 to Schedule H-1

Description of the Project

The Project consists of activities carried out by the Aboriginal Organization and approved by DFO related to the following:

{Describe the activities in narrative form using the topics set out under the following headings.}

DESCRIPTION OF ACTIVITY

ESTIMATED EXPENDITURE

1. Negotiation of Fisheries Management

Negotiation Support
Negotiations Positions Development
Education/Awareness Programs
Community Meetings
Other (specify)

2. Management of Aboriginal Fishing

Fishing Authorities and Services
Catch Monitoring
Enforcement
Other (specify)

3. Habitat Restoration

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Other (specify)

4. Fish Enhancement

Feasibility Studies
Facilities construction (eg. hatcheries, channels)
Facilities operation
Non-facility based enhancement (eg. lake fertilization)
SEP Projects
Other (specify)

5. Community Based Research

Fish Trap
Counting Fence
Other Surveys and Assessment Projects
Database and Mapping

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Historical Research and Documentation
Technique Development
Other (Specify)

6. **Training**

Identification of training needs
Development of curricula
Guardian Training
Technician Training
Other (specify)

7. **Economic Development**

Aquaculture facilities
Recreational fisheries
Commercial fisheries
Feasibility Studies
Other (specify)

8. **Allocation Transfer**

Retire licences and purchase vessels
Other (specify)

9. **Stakeholder Consultation**

Community meeting
Policy Consultations
Communications
Other (specify)

10. **Facilities Transfer**

Hatcheries
Small Craft Harbours
Other (specify)

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Appendix 3 to Schedule H-1

Cash Flow Projection

for Fiscal Year 19__ to 19__

MONTH	\$
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
TOTAL	

NOTE: The Aboriginal Organization should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

Appendix 4 to Schedule H-1

Summary of Results

_____ Initial Estimate _____ Final Report

A. THE FISHERY DESCRIBED IN SCHEDULE B
(report total catch, including any fish sold)

Species	Allocation	Catch to Date	No. of Participants

B. COOPERATIVE MANAGEMENT

1. Description of environmental improvements such as stream clearing or river bank revegetation.
2. Summary of results of scientific research projects (attach final reports).
3. Description of fish enhancement other than hatchery activities.

4. Salmon hatchery activities:

SPECIES	SOCKEYE (number)	CHINOOK (number)	CHUM (number)	COHO (number)	PINK (number)
ACTIVITY					
BROODSTOCK					
RELEASES:					
1 Unfed Fry					
2 Fed Fry					
3 Smolts					

C. COMMERCIAL FISHERIES

1. Fish sold from Aboriginal Fisheries (allocations or aboriginal only harvesting areas)

Species	Amount sold (specify unit e.g. pieces, weight)	Average price obtained per unit (e.g. per lb.)	Dollars re- invested in fisheries management

2. Licences for commercial fisheries (commercial or Communal Commercial Licences)

Species	Licence type/Gear	Number of Licences held this year

3. ESSR Licences (Surplus)

Species	Location	Licensed Amount (lbs., pieces)	Catch	Revenues	
				gross	net of catching costs

D. EMPLOYMENT SUMMARY

1. Employment in fishery management and cooperative management activities, excluding employment in harvesting and processing resulting from pilot sales arrangements and operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
ABORIGINAL:			
Aboriginal Fisheries Officers			
Other			
NON-ABORIGINAL:			
Aboriginal Fisheries Officers			
Other			

2. Employment in harvesting and processing, including employment resulting from pilot sales arrangements and operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING			
	ABORIGINAL		
	NON-ABORIGINAL		
PROCESSING			
	ABORIGINAL		
	NON-ABORIGINAL		

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E. TRAINING SUMMARY

TYPE OF TRAINING	NO. OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (DAYS, WKS, MTH S)
ABORIGINAL FISHERIES OFFICERS			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
TOTAL			

53

F. CAPITAL ACQUISITIONS (durable goods with an initial value of \$500 or more) :

DESCRIPTION		COST (\$)
1		
2		
3		
4		
TOTAL		

G. OTHER REVENUES GENERATED/LEVERAGED (e.g. funding from other economic development programs)

Source	Amount	Purpose	Project ed Jobs Created	Projected Annual Revenues Generated

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Appendix 5 to Schedule H-1

Statement of Balance

For the period from April 1, 19__
to _____

Allowable Costs paid or payable \$

MINUS

Contributions from DFO
received to date \$

BALANCE

\$

=====

55

SCHEDULE I-1

Non-monetary Assistance

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

SCHEDULE J

Implementation Committee

[Note: fill in numbers in subsection 1(1)]

Structure

- 1.(1) The Committee will consist of x members, x/2 members appointed by the Aboriginal Organization and x/2 members appointed by DFO.
- 1.(2) Each Party will select one of the Committee members appointed by it to act as a co-chairperson for the Committee.
- 1.(3) By agreement in writing signed by both Parties, the number of members of the Committee may be increased or decreased if equal representation between DFO and the Aboriginal Organization is maintained.
- 1.(4) The members of the Committee will work cooperatively to reach unanimous decisions.
- 1.(5) The Committee may establish its own rules of procedure but
 - (a) each member of the Committee shall have one vote;
 - (b) decisions of the Committee shall be made by majority vote; and
 - (c) a quorum shall consist of an equal number of members appointed by each party.
- 1.(6) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.
- 1.(7) The Committee will establish its own meeting schedule but shall meet on the request of either Party.

Duties

2. The Committee will
 - (a) coordinate activities carried out by the Parties pursuant to this Agreement with respect to management of fisheries resources in the Area;
 - (b) prepare a fish harvesting plan proposal with respect to fishing in the Area by the Aboriginal Organization, which proposal will provide for the optimal escapement of wild stocks through appropriate timing, gear and fishing site selections;
 - (c) during the fishing season, regularly review the fish harvesting plan and make recommendations to the Parties with respect to amendments;

- (d) prepare a monitoring and enforcement plan proposal with respect to fishing and related activities within the Area by members of the First Nations;
- (e) coordinate joint patrols within the Area by
 - (i) the Aboriginal Fisheries Officers, and
 - (ii) DFO fishery guardians or DFO fishery officers;
- (f) review and coordinate joint field activities of the Parties carried out pursuant to this Agreement with respect to monitoring and with respect to enforcement within the Area;
- (g) identify training requirements and training options related to the implementation of this Agreement;
- (h) develop and carry out a process for reviewing and evaluating this Agreement and any activities carried out pursuant to this Agreement and for reporting to the Parties on the process, reviews and evaluations;
- (i) carry out any other responsibilities and activities as determined by the Parties.

Implementation of Decisions

- 3.(1) The Aboriginal Organization will provide the Committee with the name and address of a person to act as its Representative for the purposes set out in this section.
- 3.(2) The Committee will send a copy of its decisions to the Representative and the RDG.
- 3.(3) Where a member of the Committee does not agree with the Committee's recommendation, the member may forward a separate opinion to the Representative and the RDG.
- 3.(4) The RDG shall review the proposals and any amendments thereto recommended by the Committee pursuant to section 2 of this Schedule and may
 - (a) accept the proposal and take whatever actions are necessary to implement it;
 - (b) after consulting with the Aboriginal Organization Representative change any or all provisions of the proposal and take whatever actions are necessary to implement the revised proposal.
- 3.(5) The Parties shall implement the monitoring and enforcement plan proposal made by the Committee pursuant to section 2 of this Schedule on agreement of the Representative and the RDG.

Definitions

4. In this Schedule,

"Committee" means the Implementation Committee established in section 11 of the Agreement;

"Representative" means the Representative referred to in subsection 3(1) of this Schedule.

SCHEDULE K-1

Fisheries Management

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

BETWEEN: Her Majesty the Queen in right of Canada as represented by
the Minister of Fisheries and Oceans (DFO)

AND:

_____ (Aboriginal Organization)

FISHERIES AGREEMENT

- 8.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 19__ - 19__ to 19__ - 19__, provide assistance in the amount of \$_____ to the Aboriginal Organization to help finance fisheries management activities.
- 8.(4) The assistance referred to in subsection (3) may include money and profit making opportunities related to fisheries.
- 8.(5) DFO will not provide the assistance referred to in subsection (3) for a Fiscal Year until after DFO and the Aboriginal Organization agree on
- (a) the portion of the assistance that will consist of money and the nature, extent and value of the other forms of the assistance to be provided in the Fiscal Year,
 - (b) the fisheries management activities that will be conducted and to which the assistance will be applied, and
 - (c) the other terms and conditions of the assistance,
- and until after DFO and the Aboriginal Organization, pursuant to section 15,
- (d) add provisions to Schedule H to this Agreement that set out the terms and conditions of any monetary assistance; and
 - (e) add provisions to Schedule I to this Agreement that set out the terms and conditions of any assistance other than monetary assistance.
- 8.(6) The provisions referred to in paragraph (5)(d) will be in the form set out in Schedule H-1 to this Agreement and will include
- (a) a description of the fisheries management activities that will be undertaken and to which the money will be applied; and
 - (b) a description of the costs and expenses on which the money may be expended, which costs and expenses must be incurred in the Fiscal Year.
- 8.(7) It is the intention of the Parties that any amount of money that DFO provides, pursuant to subsection (3), to help finance fisheries management activities will, over the term of this Agreement, decrease as other sources of assistance, including profits from fisheries-related

economic activities undertaken by the Aboriginal Organization, become available with the ultimate objective that fisheries management activities undertaken by the Aboriginal Organization will, after the term of this Agreement, be entirely financed from sources other than DFO.

8.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

8.(9) The Aboriginal Organization shall, on or before _____, provide DFO with a business plan setting out

(a) a projection of the fisheries management activities to be undertaken by the Aboriginal Organization during the term of this Agreement and the cost of those activities, consistent with the intent set out in subsection (7);

(b) a plan for the development of fisheries-related economic activities; and

(c) projections of the assistance from DFO that will be necessary for the Aboriginal Organization

(i) to carry out the fisheries management activities referred to in paragraph (a), and

(ii) to develop the fisheries-related economic activities referred to in paragraph (b).

8.(10) The total projected cost of the fisheries management activities projected to be undertaken by the Aboriginal Organization in a Fiscal Year may exceed the amount of assistance provided pursuant to subsection (3), but

(a) the projected contribution of money by DFO in that Fiscal Year will not exceed that amount, and

(b) the projected requirement for money from DFO must decline over the term of the plan in accordance with subsection (7).

DRAFT FOR DISCUSSION PURPOSES

Communal Commercial Licence for
Pacific Region

Note: Prior to issuing a communal licence in this form, you must ensure that this note and the other drafting instructions set out in italics throughout this form of licence are followed and then deleted, i.e., you must insert information as required by the italicized instructions.

ABORIGINAL COMMUNAL FISHING LICENCE

This licence is issued under authority of the Fisheries Act and section 4 of the Aboriginal Communal Fishing Licences Regulations. This licence is valid from _____, 19__ to _____, 19__.
{Insert period for which licence is valid.}

This licence confers on the {Insert name of the Aboriginal Organization, which may be a separately defined Authority, Tribal Council or, First Nation. If the Aboriginal Organization is acting for and on behalf of more than one First Nation, the reference to the Aboriginal Organization in this provision should be "[name of Aboriginal Organization] for and on behalf of the First Nations which it represents".}, subject to the Fisheries Act and regulations made thereunder, the authority to fish under the following conditions:

DEFINITIONS:

In this licence,

{Insert a definition of the commercial licence the terms and conditions of which are being followed for the communal licence. The commercial licence should be defined in terms of the regulation and provision that establishes it. Where the communal licence authorizes a certain gear type, the definition of the commercial licence should be one that authorizes fishing with that gear. This draft communal licence uses a Category A licence. If another commercial licence is used, the references throughout the form of the licence must be changed.}

"Category A licences" means Category A licences that are issued pursuant to section 19 of the Pacific Fishery Regulations, 1993 and that authorize fishing with a {gear type}.

{The following definition should be included where the licence is issued to an Aboriginal Organization acting for and on behalf of more than one First Nation:}

"First Nations" means the following Indian Bands which are represented by the {insert name of Aboriginal Organization}:

{list the member Indian bands here}:

SPECIES:

The following species of fish are permitted to be taken under the authority of this licence:

{Set out species here. This form authorizes salmon other than steelhead.}

Chinook salmon (Oncorhynchus tshawytscha)
Chum salmon (Oncorhynchus keta)
Coho salmon (Oncorhynchus kisutch)
Pink salmon (Oncorhynchus gorbuscha)
Sockeye salmon (Oncorhynchus nerka)

DESIGNATED VESSEL:

This licence authorizes fishing using the following vessel:

Vessel Name _____
Vessel Registration Number _____ Department of Transport No. _____

This vessel is approximately _____ feet with a net tonnage of _____ tons.

The two validation tabs issued with this licence must be securely fixed immediately adjacent to the vessel registration number displayed on each side of the vessel.

SALE OF FISH:

Sale of fish that are caught under the authority of this licence is permitted.

DATES, TIMES, AREAS, GEAR AND SPECIES:

Fishing is permitted for a species authorized herein in the waters where and at the times when holders of Category A licences are authorized to fish for that species.

A [gear type] is permitted to be used in fishing for a species authorized herein in the situation where and at the times when holders of Category A licences are authorized to use that [gear type] to fish for that species.

Fishing and related activities shall be conducted in the same manner and in accordance with the same requirements as for holders of Category A licences.

DESIGNATED FISHERS:

The {Name of Aboriginal Organization} shall designate in writing each person who may fish under the authority of this licence.

ADDITIONAL CONDITIONS:

The authority to fish under this licence is also subject to the conditions set out in the schedule attached hereto. {Set out terms and conditions that are usually set out in the schedule to the commercial licence. Review terms to ensure they are consistent with the communal licence.}

APPLICATION OF REGULATIONS UNDER THE FISHERIES ACT:

Pursuant to subsection 22(6) of the Fisheries (General) Regulations, compliance with all provisions relating to commercial fishing and all other provisions of the Fisheries Act and the Pacific Fishery Regulations, 1993 and all other regulations made under the Fisheries Act is a condition of this licence.

Dated: _____

Issued by:

Manager, Commercial Licence Unit
Department of Fisheries and Oceans

SCHEDULE

This licence is subject to the following conditions:

- 1.
- 2.

{Set out the conditions that would usually apply to the commercial licence (in this example, it would be a Category A licence), subject to such changes as the circumstances require.}

DRAFT FOR DISCUSSION PURPOSES
PACIFIC - August 2, 1995
version

This Fisheries Agreement made

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(hereinafter called "DFO")

- OF THE FIRST PART -

AND: _____ (hereinafter called the "First
Nation")

- OF THE SECOND PART -

WHEREAS the Parties confirm their commitment to a relationship
based on mutual respect and understanding;

AND WHEREAS the Parties are both interested in the conservation,
protection and management of fisheries resources in the area
outlined on the sketch attached as Schedule A hereto, hereinafter
called the "Area";

NOW THEREFORE the Parties agree as follows:

Purposes

- 1.(1) The purpose of this Agreement is to provide for the
management of the Fishery and the involvement of the First
Nation in the management, protection and enhancement of
fisheries resources and fish habitat in the Area.
- 1..(2) The First Nation agrees to the provisions with respect to
the Fishery and the other provisions set out in this
Agreement, for the period of their applicability as set out
in this Agreement, for the purpose of ensuring orderly
management of fisheries and conservation of fisheries
resources.
- 1.(3) The Parties agree that this Agreement shall not serve to
define or to limit aboriginal or treaty rights and is not
intended to be, and shall not be interpreted to be, an
agreement or a treaty within the meaning of section 35 of
the Constitution Act, 1982.

- 1.(4) The Parties recognize that this Agreement is the result of negotiations conducted within the context of current legislation, jurisprudence and government policy and, as such, does not constitute, and shall not be interpreted as, evidence of the nature or extent of aboriginal or treaty fishing rights and is made without prejudice to the positions taken by either Party with respect to aboriginal or treaty rights or title.
- 1.(5) The Parties acknowledge that the subject matter of this Agreement may become the subject of treaty negotiations between the Federal Crown and the First Nation and that, should this occur, the value of any benefit that has been obtained by the First Nation through this Agreement may be considered in those negotiations and, if the First Nation agrees, may be listed in the resulting treaty as partial fulfilment of the Federal Crown's responsibilities under the treaty.
- 1.(6) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.
- 1.(7) The Parties intend that this Agreement will establish the relationship between the Parties with respect to all matters and issues that this Agreement addresses and will supersede and replace all other arrangements and agreements between the Parties with respect to those matters and issues.

*** alternate wording where existing Framework/working agreement***

This Agreement is negotiated pursuant to the Framework/Working Agreement signed by the Parties on _____. While this Agreement does not supersede or replace anything set out in the Framework/Working Agreement, the Parties intend that this Agreement will supersede and replace all other arrangements and agreements between the Parties with respect to the matters and issues addressed by this Agreement.

Management of the Fishery

- 2.(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B to this Agreement.
- 2.(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B and all other information pertinent to the management of the Fishery.

- 2.(3) The Parties will work together to develop a program related to increasing the involvement of the First Nation in the management of fish harvesting by the First Nation in the Area.

Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C to this Agreement.
4. The Parties agree to comply with the provisions pertaining to access to salmon excess to spawning requirements set out in Schedule D to this Agreement.

Aboriginal Fisheries Officers

5. The Parties agree to comply with the provisions pertaining to Aboriginal Fisheries Officers set out in Schedule E to this Agreement.

Integrated Fisheries Management

- 6.(1) The Parties agree that the First Nation shall participate in committees and other consultative structures as set out in Schedule F for the purpose of integrating the management of the fisheries.
- 6.(2) The management provisions of this Agreement may be coordinated with the management provisions of watershed agreements and other agreements entered into with other aboriginal groups to ensure integrated management of the stocks used by all groups.

Habitat

7. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G to this Agreement.

Co-operative Management, Economic Development and Funding

- 8.(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H to this Agreement.
- 8.(2) The Parties agree to comply with the provisions pertaining to assistance other than monetary assistance set out in

Schedule I to this Agreement.

Consultations

9. A Party may, in its discretion, engage in public consultation on any aspect of this Agreement or its implementation. Both Parties agree to advise the other Party before engaging in any such consultation and agree to respect the confidentiality of any negotiations with respect to this Agreement.
10. DFO and the First Nation agree to keep relevant federal departments and relevant provincial agencies advised of the status and nature of any negotiations with respect to this Agreement and to invite such departments and agencies to participate in negotiations where appropriate.

Implementation and Evaluation

11. The Parties hereby establish the Implementation Committee described in Schedule J.

Fisheries Management

- 11.1 The Parties agree to comply with the provisions pertaining to fisheries management set out in Schedule K to this Agreement.

Ratification

- 12.(1) The First Nation warrants that the representative(s) who execute(s) this Agreement on behalf of the First Nation has (have) authority to bind the members of the First Nation.
- 12.(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.
- 12.(3) Execution of this Agreement by the representative(s) referred to in subsection (1) constitutes ratification of this Agreement by the First Nation.
- 12.(4) The First Nation will inform its members of the contents of this Agreement.

Duration and Termination

- 13.(1) This Agreement will come into force on execution by both

Parties and, subject to subsections (2) to (8), will terminate on March 31, 1999 or on the date this Agreement is replaced by a treaty, whichever is the earlier.

- 13.(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 13.(3) Notwithstanding subsection (2), this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 13.(4) Unless otherwise provided for in a schedule to this Agreement, a schedule to this Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 13.(5) Notwithstanding subsection (4), a schedule to this Agreement may be terminated for non-compliance with the schedule immediately on notice in writing to that effect given to the other Party.
- 13.(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.

Notice and Representatives

- 14.(1) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by courier, registered mail or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

To DFO

Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention:

Director General, Aboriginal Affairs

Telephone: (613) 990-0181

Facsimile: (613) 993-7651

To First Nation

Attention: _____

Telephone: _____
Facsimile: _____

- 14.(2) A notice, request, direction, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile transmission or delivered in person.
- 14.(3) A Party may change its representative, address or telephone or facsimile number by giving a notice of change to the other Party in accordance with subsection (1).

Schedules

- 15.(1) The following Schedules form part of this Agreement:

Schedule A	-	Sketch showing Area
Schedule B-1	-	Provisions pertaining to the Fishery
Schedule C-1	-	Provisions pertaining to communal commercial fisheries access
Schedule D-1	-	Provisions pertaining to access to salmon excess to spawning requirements
Schedule E-1	-	Provisions pertaining to Aboriginal Fisheries Officers
Schedule F-1	-	Provisions pertaining to the integration of the management of fisheries
Schedule G-1	-	Provisions pertaining to habitat
Schedule H-1	-	Provisions pertaining to monetary assistance

- Schedule I-1 - Provisions pertaining to assistance other than monetary assistance
- Schedule J - Provisions pertaining to the Implementation Committee
- Schedule K-1 - Provisions pertaining to fisheries management

- 15.(2) It is understood that, with respect to Schedules B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, and K-1, all of the applicable provisions may not be agreed on and contained in the relevant schedules at the time of the signing of this Agreement. The Parties will therefore work together and agree from time to time on additional provisions pertaining to the matters dealt with in these Schedules. Where the Parties agree on additional provisions, the Parties will set out those provisions in additional schedules and the schedules will become part of this Agreement on the written agreement of both Parties.
- 15.(3) Where, pursuant to subsection (2), an additional schedule becomes part of this Agreement, the additional schedule will make reference to the particular schedule to which it relates and will be numbered in chronological order. For example, if the additional provisions relate to the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement, the first of the additional schedules setting out provisions pertaining to the Fishery will be identified as "Schedule B-2" to this Agreement, the second additional schedule as "Schedule B-3" and so on.
- 15.(4) A reference to Schedule B, C, D, E, F, G, H, I, or K means Schedule B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection (2) and thus bear the same letter.

General

- 16.(1) Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the First Nation will work together to implement this Agreement.
- 16.(2) No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 16.(3) No individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for

Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

- 16.(4) The First Nation will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The First Nation will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 16.(5) No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.
- 16.(6) Nothing contained in this Agreement nor any acts of the First Nation or of DFO shall constitute or be deemed to constitute the First Nation as an agent of DFO or DFO as an agent of the First Nation.
- 16.(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 16.(8) Any information to be provided by or to DFO or shared by or with DFO pursuant to this Agreement shall be subject to the Access to Information Act, R.S.C. 1985, c. A-1, and the Privacy Act, R.S.C. 1985, c. P-21, as amended from time to time.
- 16.(9) Where, pursuant to this Agreement, the First Nation undertakes activities, the First Nation will comply with the Fisheries Act, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.
- 16.(10) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 16.(11) Without limiting the generality of subsections (9) and (10), the First Nation will ensure that any authorizations required pursuant to subsection 35(2) of the Fisheries Act, R.S.C. 1985, c. F-14 and any other authorizations required by law are obtained prior to the commencement of any habitat, enhancement or other activities, under this Agreement, and that those activities are conducted in accordance with those authorizations.
- 16.(12) The First Nation shall not assign this Agreement or any part thereof.

- 16.(13) Subject to section 15 and subsection (5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 16.(14) The First Nation shall indemnify and save harmless Her Majesty the Queen in right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the First Nation, its officers, members, employees, agents, contractors or anyone for whom the First Nation is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.
- 16.(15) DFO and the First Nation shall consult from time to time at the request of each other on all matters arising out of this Agreement and will work together to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 16.(16) Any work or other activities carried out by or on behalf of the First Nation and any members of the First Nation pursuant to this Agreement shall be carried out to the satisfaction of DFO and in accordance with scientific standards, quality standards, and other standards established jointly by DFO and the First Nation.
- 16.(17) The obligations of the First Nation under subsection (14) shall survive the termination of this Agreement.
- 16.(18) The First Nation shall purchase, provide and maintain insurance, including third party liability insurance, suitable to both the First Nation and DFO.
- 16.(19) The First Nation will provide DFO with copies of the insurance policies referred to in subsection (18) on request.

Definitions

17. In this Agreement,

"Aboriginal Fisheries Officer" means a member of the First Nation who is designated by the Minister further to Schedule E to this Agreement;

"Agreement" means this agreement and the schedules thereto;

"Fiscal Year" means the twelve month period beginning with April 1 of a year and ending with March 31 of the next

year;

"Fishery" means the fishing described in Schedule B;

"Minister" means the Minister of Fisheries and Oceans;

"RDG" means the Director General, Pacific Region,
Department of Fisheries and Oceans;

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf this ____ day of _____, 199_.

by its duly authorized representative(s) First Nation

Witness

Witness

Her Majesty the Queen in right of
Canada as represented by the
Minister of Fisheries and Oceans by
Director General, Aboriginal Affairs
Branch

Director General, Aboriginal Affairs
Branch, Department of
Fisheries and Oceans

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SCHEDULE A

Note: Sketch with Area outlined to be added.

SCHEDULE B-1

Fishery

Allocation

- 1.(1) The First Nation may fish for the following quantities and species of salmon:
 - (a) _____ sockeye salmon;
 - (b) _____ chinook salmon;
 - (c) _____ coho salmon;
 - (d) _____ chum salmon; and
 - (e) _____ pink salmon.
- 1.(2) The First Nation agrees to limit its fishing and its members fishing for salmon to fishing as set out in this Schedule or elsewhere in the Agreement.
- 1.(3) Notwithstanding subsection (2), nothing in this Schedule or the Communal Licence will prevent the First Nation from fishing under the authority of any other licence issued under the Fisheries Act and the regulations made pursuant to that Act.
- 1.(4) The quantity of each species of salmon set out in subsection (1) includes any fish of that species taken as by-catch where fishing is directed against salmon or against any other species of fish.

Fishing Plan

- 2.(1) DFO agrees to manage the various fisheries with the goal of providing the First Nation with a reasonable opportunity to catch the fish set out in subsection 1(1).
- 2.(2) The dates and times on which fishing for the allocation for salmon set out in subsection 1(1) may occur are as set out in Appendix 1 to this Schedule.

or

- 2.(2) The RDG will establish the waters in which, and the dates and times on which, fishing for the allocation of salmon set out in subsection 1(1) may occur after reviewing the recommendation of the Implementation Committee made pursuant to paragraphs 2(b) and 2(c) of Schedule J to this Agreement according to the procedure set out in subsection 3(4) of that Schedule.
- 2.(3) Where the RDG consults with the First Nation on variations to the waters in which, or the dates and times on which a designated person may fish, the RDG may, by order, vary those waters, dates or times.

- 2.(4) The RDG may, for conservation reasons, reduce or eliminate the amount of fish that may be taken further to this Schedule if the RDG has consulted, where possible, with the First Nation on the reduction or elimination.
- 2.(5) Notwithstanding subsection (3), where it is necessary for conservation of a stock, the RDG may make the variations referred to in subsection (3) or (4) before consulting the First Nation, but the RDG must consult with the First Nation at the first available opportunity.

Disposition of Fish

3. The First Nation agrees that the fish referred to in subsection 1(1) are for food, social and ceremonial purposes and may not be sold, traded or bartered.

Licensing

- 4.(1) For management purposes, DFO will issue to the First Nation a Communal Licence to catch the species and quantity of fish set out in subsection 1(1). The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4.(2) The terms and conditions of the Communal Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement.

Proof of Designation to Fish under the Licence

- 5.(1) The fishing referred to in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5.(2) Subject to this subsection, all members of the First Nation who have a Band card are designated to fish. The First Nation may designate additional persons as set out in subsection 7(1) of this Schedule. The First Nation may prepare a list of its members who have a Band card but who nevertheless are not designated to fish. Once the list is provided to DFO pursuant to subsection 7(4) of this Schedule, the members of the First Nation whose names are on the list are not designated.
- 5.(3) A person fishing as set out in this Schedule will carry a Band card or a designation card at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Band card or designation card to a DFO fishery officer, a DFO fishery guardian, an Aboriginal Fisheries Officer or an observer on request.
- 5.(4) No vessel other than a designated Vessel will be used in

fishing as set out in this Schedule.

- 5.(5) Where a Vessel is engaged in fishing or any other activity, including the harvesting, transporting and landing of fish, referred to in this Schedule, a Valid Designation Card for the Vessel will be carried on board the Vessel at all times while the Vessel is engaged in the fishing or other activity, and will be presented to a DFO fishery officer, a DFO fishery guardian, an Aboriginal Fisheries Officer or an observer on request.
- 5.(6) No individual shall fish as set out in this Schedule from any Vessel referred to in subsection (5) unless the individual is designated to fish and the Vessel shall not be used for any other fishing activities while it is being used for fishing activities as set out in this Schedule.
- 5.(7) If the Vessel referred to in subsection (5) is a commercial fishing vessel, a hold inspection of the Vessel may be conducted by DFO after the Vessel participates in fishing as set out in this Schedule and before the Vessel departs for a commercial opening and no fish harvested as set out in this Schedule may be on board a vessel engaged in commercial fishing.

Gear and Effort

6. The total number of each type of gear identified in Appendix 1 to this Schedule in use at any one time shall not exceed the maximum number identified in that Appendix.

Management Responsibility of the First Nation

- 7.(1) The First Nation will designate persons to fish by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 7.(2) The First Nation will designate Vessels that may be used in fishing by issuing Vessel Designation Cards. Each card will be non-transferable and will bear a unique card number, the name of the Vessel designated and the Vessel registration number.
- 7.(3) The First Nation will
 - (a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;
 - (b) incorporate the terms and conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated; and
 - (c) notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions in the Communal Licence.

- 7.(4) Before the fishing described in this Schedule commences, the First Nation will provide to DFO a list of the names of the members of the First Nation who have Band cards but who nevertheless are not designated to fish and a list of the names of all persons designated to fish pursuant to subsection (1) together with their designation card number and, where a Vessel is to be used for fishing, the name of the Vessel, the Vessel Designation Card number and the registration number of the Vessel.
- 7.(5) The First Nation may amend the names, designation card numbers and Vessels in the lists referred to in subsection (4).
- 7.(6) The First Nation will provide the amended lists referred to in subsection (5) to DFO before the persons who are newly designated and whose names are set out therein commence fishing and at least 24 hours before any newly designated Vessel is used.
- 7.(7) The First Nation will notify the persons who may fish as set out in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.
- 7.(8) The First Nation will have Aboriginal Fisheries Officers present during openings of the Fishery and until all fish are landed.
- 7.(9) The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 2 to this Schedule and to account for fish as set out in those provisions.
- 7.(10) The First Nation will provide a copy of this Schedule to each Aboriginal Fisheries Officer.

Costs

8. The First Nation is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.

Other Species

9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

Coming into Force

10. This Schedule will come into force as of _____, 19____ and, subject to section 13 terminate of the Agreement, will terminate on March 31, 19____.

Definitions

11. In this Schedule,

"Communal Licence" means any communal fishing licence specified in Appendix 1 to this Schedule;

"observer" means an observer as defined in the Fishery (General) Regulations;

"Schedule" means this schedule and the attached Appendices 1 and 2;

"Vessel" means a vessel larger than 30 feet or a vessel equipped with commercial fishing gear; and

"Vessel Designation Card" means a non-transferable designation card issued in accordance with the method of designation set out in Appendix 1 to this Schedule.

APPENDIX 1 TO SCHEDULE B-1

Communal Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under the communal fishing licence for _____ other than in accordance with the following conditions:
 - (a) By a designated person:
 - (b) Maximum quantity:
 - (c) Location:
 - (d) Dates and Times:
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (f) Number of Fishing Gear/ Type per designated person:
 - (g) Maximum Number of Fishing Gear/ Type at Any One Time:
 - (h) Gear Marking:
 - (i) Maximum Number of Vessels at Any One Time:
2. The methods of designating persons who may fish and vessels which may be used in fishing under the authority of the communal fishing licence, are as follows:
 - (a) Method of designating persons who may fish under the authority of the Communal Licence:
 - (b) Method of designating vessels that may be used in fishing under the authority of the Communal Licence:

[This must be consistent with s. 7. There is no need to repeat what is in s. 7, but additional detail could be set out.]

APPENDIX 2 TO SCHEDULE B-1

1. Aboriginal Fisheries Officers, DFO fishery officers and DFO fishery guardians will work cooperatively to conduct ground hails (catch statistics gathering) and other monitoring activities for the purpose of gathering detailed information on the number of fish caught.
2. Monitoring will account for all fish caught and will be documented in a log book format mutually agreed to by the Parties and verified by DFO fishery officers or DFO fishery guardians and by Aboriginal Fisheries Officers on the ground.
3. The First Nation shall keep a running total by species of the number of fish harvested and shall provide the total to DFO on request.
4. DFO may, in its discretion, verify the monitoring processes, including on-site inspections.

SCHEDULE C-1

Communal Commercial Fisheries Access

Licensing

- 1.(1) DFO will issue to the First Nation a Communal Commercial Licence as may be specified in the appendix to this Schedule.
- 1.(2) The Communal Commercial Licence shall contain the terms and conditions for a commercial fishing licence for the species, gear type and vessel description, as set out in the appendix to this Schedule.

Proof of Designation to Fish under the Communal Commercial Licence

- 2.(1) No person other than a designated person may fish as set out in this Schedule.
- 2.(2) A person fishing as set out in this Schedule will carry a Communal Commercial Designation Card, as set out in the appendix to this Schedule, at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the Communal Commercial Designation Card to a DFO fishery officer, a DFO fishery guardian or an Aboriginal Fisheries Officer on request.

Management Responsibility of the First Nation

- 3.(1) The First Nation will designate persons to fish under the authority of the Communal Commercial Licence by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.
- 3.(2) Before fishing under the Communal Commercial Licence commences, the First Nation will provide to DFO a list of the names of all persons designated to fish under the licence, together with their Communal Commercial Designation Card number and, where a vessel is to be used for fishing, the name and registration number of the vessel.
- 3.(3) The First Nation may amend the list of names of persons designated to fish under the Communal Commercial Licence, their Communal Commercial Designation Card numbers and the names and registration numbers of the vessels referred to in subsection (2).
- 3.(4) The First Nation will provide the amended list referred to in subsection (3) to DFO before the persons newly designated commence fishing and before any newly designated vessel is used.

- 3.(5) The First Nation will notify each person designated to fish under the authority of the Communal Commercial Licence of the terms and conditions of this Schedule and will incorporate the terms and conditions of the Communal Commercial Licence into the terms and conditions of the Communal Commercial Designation card provided to each person designated and the First Nation will notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions in the Communal Commercial Licence.

Costs

4. The First Nation is responsible for all costs associated with fishing activities referred to in this Schedule.

General

5. Any sale of fish under this Schedule will be subject to all federal and provincial laws related to sale, including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

Coming into Force

6. This Schedule will come into force as of _____, 19__ and, subject to section 13 of the Agreement, will terminate on March 31, 19__.

Definitions

7. In this Schedule,

"Communal Commercial Designation Card" means a personal and non-transferable designation card issued in accordance with the method specified in the Communal Commercial Licence;

"Communal Commercial Licence" means any communal fishing licence specified in the appendix to this Schedule; and

"Schedule" means this schedule and the attached appendix.

Appendix to Schedule C-1

Communal Commercial Licence(s)

1. The following lists the communal fishing licence(s) referred to in subsection 1(1) of this Schedule:
 - (a) Species of fish:
Gear type:
Vessel length
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
 - (b) Species of fish:
Gear type:
Vessel length:
Containing the usual Terms and Conditions of a
_____ commercial fishing licence.
2. In accordance with subsection 22(6) of the Fishery (General) Regulations, compliance with the Fisheries Act, the Pacific Fishery Regulations, 1993 and all other regulations made under the Fisheries Act will be a condition of the Communal Commercial Licence.
3. {set out the method of designation}

SCHEDULE D-1

Access to Salmon Excess to Spawning Requirements

Allocation

- 1.(1) It is understood and agreed that DFO does not manage fisheries to achieve a Surplus. If, however, while this Schedule is in force, DFO determines that there is a Surplus in a location described in Appendix 1 to this Schedule, DFO will provide the First Nation with access to the Surplus. This access may be provided by issuing an ESSR Licence to the First Nation or by providing access to surplus salmon at hatcheries owned and operated by DFO.
- 1.(2) Where an ESSR Licence is provided, the First Nation will be able, during the period specified in the ESSR Licence, to harvest fish as set out in the terms and conditions of the ESSR Licence and as set out in Appendix 2 to this Schedule and elsewhere in this Schedule.
- 1.(3) Where access is provided to surplus salmon at hatcheries owned and operated by DFO, the First Nation will harvest the salmon in accordance with the authorization provided.
- 1.(4) The ESSR Licence may be issued as one or more licences relating to a particular area or time period.
- 1.(5) The First Nation will direct all profits from the sale of fish caught toward the costs of fisheries activities carried out by the First Nation and agreed to by DFO.

Costs

2. The First Nation is responsible for all costs associated with fishing activities referred to in this Schedule.

Reporting Requirements

- 3.(1) The First Nation will, on request, report to DFO, with respect to the fish caught, the quantity caught, quantity sold, by products of the fish, landed value, costs of catching, profits, and disposition or use of profits;
- 3.(2) The First Nation will
 - (a) keep records and supporting documentation that set out the information referred to in subsection (1);
 - (b) preserve the records and supporting documentations referred to in paragraph (a) for a period of two years following termination of this Schedule; and
 - (c) on demand, provide to DFO any of the records and supporting documentation referred to in paragraph (a) for examination and audit by any person that DFO may from time to time designate.

General

4. Any sale of fish under this Schedule will be subject to all federal and provincial laws relating to sale including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

Coming into Force

5. This Schedule will come into force as of _____, 19__ and, subject to section 13 of the Agreement, will terminate on March 31, 19__.

Definitions

6. In this Schedule,

"ESSR Licence" means the excess salmon to spawning requirements licence referred to in subsection 1(1);

"Schedule" means this schedule and the attached Appendices 1 and 2;

"Surplus" means salmon that

(a) are in excess of the physical incubation and rearing capacity of a natural area or an enhancement facility,

(b) will not be harvested in other aboriginal, commercial or sport fisheries because they are mixed with other stocks that cannot sustain additional harvests, or

(i) they are situated in areas that are not fished by the commercial fishery or are unsuitable for the commercial fishery, and

(ii) they are of a species not taken by a sport fishery or are of such high abundance that they can not be harvested by the sport fishery,

(c) are not needed to meet the food, social and ceremonial needs of an Aboriginal group, and

(d) are not otherwise allocated to an Aboriginal group.

APPENDIX 1 TO SCHEDULE D-1

(Attach map or sketch with the location identified)

APPENDIX 2 TO SCHEDULE D-1

ESSR Licence(s)

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under an ESSR Licence for _____ other than in accordance with the following conditions:
 - (a) Maximum quantity:
 - (b) Percentage which may be sold:
 - (c) All profits from the sale of fish to be directed towards fisheries management activities: {mechanism?}
 - (d) Location:
 - (e) Dates and Times:
 - (f) Fishing Gear set at the location(s) and in the manner specified:
 - (i) Gear Marking:

SCHEDULE E-1

Aboriginal Fisheries Officers

Designation

- 1.(1) The First Nation shall, during the 199_-9_ Fiscal Year, select _____ members of the First Nation as suitable candidates to be Aboriginal Fisheries Officers. The Minister will be requested to designate those individuals as fishery guardians for that Fiscal Year pursuant to section 5 of the Fisheries Act. The powers of the Aboriginal Fisheries Officers shall be defined in their certificates issued under subsection 5(2) of the Fisheries Act and shall be limited to the Fishery.
- 1.(2) No member of the First Nation shall be designated as an Aboriginal Fisheries Officer further to subsection (1) of this Schedule for the 199_-9_ Fiscal Year unless the First Nation selects the member as a suitable candidate for that Fiscal Year.
- 1.(3) Aboriginal Fisheries Officers must meet DFO's training requirements, security clearance and reliability checks.

Role and Duties

- 2.(1) The Aboriginal Fisheries Officers' role is to monitor the Fishery and to carry out other duties in accordance with this Schedule under the direction of the First Nation. The duties of Aboriginal Fisheries Officers may include the following:
 - (a) stock assessment activities in accordance with the Agreement;
 - (b) providing catch information in accordance with the Agreement;
 - (c) carrying out patrols on land and water to monitor fishing and habitat activities;
 - (d) carrying out enforcement functions including
 - (i) issuing warnings,
 - (ii) inspecting fishing gear and fish and otherwise gathering evidence,
 - (iii) detention without physical contact and with the appropriate Charter warnings,
 - (iv) taking statements from accused persons, with the appropriate Charter warnings, and from witnesses,
 - (v) seizing fish and fishing gear,

(vi) issuing appearance notices,

(vii) assisting in the preparation of court briefs and other court documents, and

(viii) testifying in court and providing evidence in court;

(e) reporting activities that are harmful to fish habitat and participating in other habitat matters; habitat enhancement activities; monitoring water levels and fishways; and collecting samples in accordance with procedures specified by DFO;

(f) interacting with

(i) members of the First Nation engaged in fishing,

(ii) persons engaged in commercial and recreational fishing,

(iii) entities and persons who are not members of the First Nation,

(iv) other interested parties, and

(v) other members of the public;

(g) consulting and working cooperatively with DFO enforcement personnel when monitoring fishing activities or carrying out other activities and calling on DFO enforcement personnel when circumstances require action beyond the authority of the Aboriginal Fisheries Officers; and

(h) providing reports on their activities to the First Nation and to the local DFO fishery officer.

2.(2) The Aboriginal Fisheries Officers will consult with and work cooperatively with DFO fishery officers and DFO fishery guardians when monitoring the Fishery or carrying out other activities referred to in the Agreement.

2.(3) The Parties recognize that as the training and experience of the Aboriginal Fisheries Officers increase, the scope of their duties may also increase.

Participation in Fishery

3. The Aboriginal Fisheries Officers will not participate in the Fishery while on duty.

Funding

4. The First Nation is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Aboriginal Fisheries Officers.

Training

5. DFO and the First Nation will attempt to provide academic, technical and safety training. The training may include
 - (a) participation in DFO's Aboriginal Fisheries Officer Training Program;
 - (b) training provided by or through the First Nation's initiatives; and
 - (c) ongoing training through joint patrols.

Review of Designation

- 6.(1) The Minister may review the designation of an Aboriginal Fisheries Officer after any conduct considered by the Minister to be a serious breach of the duties or roles set out herein or in the designation certificate, or any conduct considered to be inappropriate for a fishery guardian. If the Minister revokes the designation, DFO will require the immediate return of any materials or equipment issued by DFO.
- 6.(2) The chief of the First Nation may request the Minister to review the designation of an Aboriginal Fisheries Officer.

Uniforms and Equipment

7. The First Nation is responsible for providing the Aboriginal Fisheries Officers with uniforms or other working attire and shall ensure that no DFO logo is used on the uniforms or attire. No person, other than an Aboriginal Fisheries Officer, shall wear the uniform or other working attire and the Aboriginal Fisheries Officers shall not wear the uniform or other working attire except when on duty. Aboriginal Fisheries Officers shall at all times conduct themselves in a professional manner and shall maintain all equipment, both issued by DFO and by the First Nation, in good working condition.
- 8.(1) The First Nation shall provide the Aboriginal Fisheries Officers with the appropriate equipment for operations, communications and personal safety needs.
- 8.(2) The equipment referred to in subsection (1) shall include communications equipment that allows Aboriginal Fisheries Officers to communicate with each other, the First Nation and DFO.
- 8.(3) The First Nation will obtain the appropriate licences for any communication equipment that it provides to the Aboriginal Fisheries Officers and will ensure that the Aboriginal Fisheries Officers are trained in the appropriate use of radio equipment.

Firearms and Other Authority

- 9.(1) The Parties agree that the Aboriginal Fisheries Officers shall not be issued firearms or any other weapons and will not carry firearms or any other weapons in the course of their duties [other than rifles or shotguns in the situation where rifles or shotguns are needed for protection from bears or other dangerous wildlife and the Aboriginal Fisheries Officers meet the requirements of all applicable laws for the possession and use of the rifles or shotguns].
- 9.(2) The Aboriginal Fisheries Officers shall not be authorized to use physical contact in detaining any person, use force, search, arrest, or seize vehicles or vessels in the course of their duties.

Copies of Schedule

10. The First Nation shall provide a copy of this Schedule to each of the Aboriginal Fisheries Officers.

Coming into Force

11. This Schedule will come into force as of _____, 19__ and, subject to section 13 of the Agreement, will terminate on March 31, 19__.

Definitions

12. In this Schedule, "Schedule" means this schedule.

SCHEDULE F-1

Integrated Fisheries Management

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

SCHEDULE G-1

Habitat

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

Schedule H-1

Monetary Assistance

Definitions

1. In this Schedule,

"Allowable Costs" means costs and expenses approved by DFO that are incurred by and are paid or payable by the First Nation during the Fiscal Year referred to in subsection 2(1) of this Schedule in carrying out the Project and are described in Appendix 1 to this Schedule, but does not include any Goods and Services Tax (GST) paid in relation to those costs and expenses for which the First Nation may claim reimbursement or exemption;

"Communal Commercial Licence" means a Communal Commercial Licence as defined in Schedule C;

"Contribution" means the amount referred to in subsection 2(1);

"ESSR Licence" means an ESSR Licence as defined in Schedule D;

"month" means a calendar month or part of a calendar month;

"Project" means the activities described in Appendix 2 to this Schedule, as may be described in more detail in accordance with subsection 3(2).

Contribution and Role

2.(1) DFO will contribute to the First Nation up to \$ _____ during the Fiscal Year 19__-19__ to be used exclusively for paying Allowable Costs. Any interest earned by the First Nation on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs.

2.(2) In carrying out the Project, the First Nation will

(a) act as recipient and administrator of the Contribution;

(b) carry out all its obligations and comply with all the terms and conditions set out in this Schedule; and

(c) coordinate the Project with fisheries related activities carried out by or on behalf of any other aboriginal group if the Project and the fisheries related activities are in respect of the same watershed.

[remove (c) if not applicable and make necessary changes]

Requirements Prior to Advances

- 3.(1) The First Nation will provide to DFO, as soon as possible after the coming into force of this Schedule,
- (a) a projection of Allowable Costs to be paid during the Fiscal Year referred to in subsection 2(1) commencing on the day following the date this Schedule comes into force, in the form as set out in Appendix 3 to this Schedule; and
 - (b) a projected summary of results in the form as set out in Appendix 4 to this Schedule.
- 3.(2) DFO may, in its discretion, require the First Nation to provide to DFO a detailed description of the Project that is consistent with the description set out in Appendix 2 to this Schedule and that is in a form acceptable to DFO. The detailed description will describe the Project to be undertaken by the First Nation and the First Nation's obligations in carrying out the Project in more detail than is set out in Appendix 2 to this Schedule.

Method of Payment

Reimbursement

- 4.(1) Where this Schedule comes into force after April 1, 19__, the First Nation may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 19__ to the date of the coming into force of this Schedule, which claim will include
- (a) a report on the progress of the First Nation in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project; and
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule.
- 4.(2) Where pursuant to subsection (1), the First Nation submits a claim for reimbursement, DFO will reimburse the First Nation for Allowable Costs paid or payable by the First Nation during the period covered by the claim.

Advances

Select the appropriate subsection 5(1) based on the amount of the Contribution. Please consult with Native Affairs, Ottawa.

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each month, DFO will provide

an advance to the First Nation equal to the Allowable Costs for that month that the First Nation projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of each three month period, DFO will provide an advance to the First Nation equal to the Allowable Costs for that three month period that the First Nation projected in the cash flow projection.

or

- 5.(1) Following receipt of a cash flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and (3), at the beginning of the first three month period and monthly thereafter, DFO will provide an advance to the First Nation equal to the Allowable Costs for that three month period or month that the First Nation projected in the cash flow projection.
- 5.(2) Where a statement of balance referred to in paragraph 8(2)(d) or 9(a) indicates that the total of the reimbursement, advances and payments paid to the First Nation pursuant to this Schedule exceed Allowable Costs paid or payable by the First Nation during the period covered by the statement of balance (the "Positive Balance"), DFO shall deduct the Positive Balance from any advance or advances, or payment or payments to be made by DFO to the First Nation pursuant to subsection (1) or section 7.

Supplementary Payments

- 6.(1) Following receipt of a supplementary report referred to in section 9, DFO may, in its discretion, increase the amount to be paid during the period covered by the revised cash flow projection contained in the supplementary report by:
- (a) adjusting the amounts of the advances to be provided, pursuant to subsection 5(1), during the period; or
 - (b) paying an additional payment to the First Nation.
- 6.(2) In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 4(2), 5(1), and 6(1) respectively, exceed [insert an amount equal to 90% of the amount specified in subsection 2(1)]

Final Payment

7. Subject to subsection 11(1) of this Schedule, following receipt and approval of the final report referred to in section 10, DFO will pay to the First Nation the amount, if any, by which the First Nation's total Allowable Costs as

reported in the final report exceed all payments, advances and reimbursements made by DFO under this Schedule.

Reports

Interim Reports

- 8.(1) After the coming into force of this Schedule, DFO will notify the First Nation of the dates by which the First Nation is to have completed and submitted the reports and other information referred to in subsection (2) and the period of time which the reports and other information are to cover.
- 8.(2) The First Nation will complete and submit to DFO for each period of time set out in the notice referred to in subsection (1), an interim report containing
- (a) a report on the progress of the First Nation in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and
 - (d) a statement of balance as of the last day in the period in the form as set out in Appendix 5 to this Schedule;

on or before dates referred to in subsection (1).

- 8.(3) The First Nation may, in conjunction with an interim report referred to in subsection 8(2), submit a revised cash flow projection in the form as set out in Appendix 3 to this Schedule, showing Allowable Costs the First Nation expects to incur during the remainder of the Fiscal Year referred to in subsection 2(1).

Supplementary Reports

9. The First Nation may, at any time prior to the submission of the final report referred to in section 10, submit a supplementary report consisting of:
- (a) a statement of balance as of the date of the report in the form as set out in Appendix 5 to this Schedule;
 - (b) a report on the progress of the First Nation in carrying out the Project to the date of the report, itemized in relation to each of the activities of the Project;

(c) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each of the activities of the Project;

(d) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;

(e) a revised cash flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within fifteen (15) days following

(a) the First Nation incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution, or

(b) completion of the Project,

(c) termination of this Schedule or the Agreement,

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or

(e) abandonment of the Project by the First Nation,

whichever first occurs, the First Nation will complete and submit a final report containing:

(f) a progress report on the Project itemized in relation to each of the activities of the project;

(g) a report on Allowable Costs paid or payable, itemized in relation to each of the activities of the Project;

(h) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;

(i) a statement of balance in the form as set out in Schedule 5 to this Schedule; and

(j) a summary of benefits in the form as set out in Appendix 4 to this Schedule.

Holdback and Overpayments

11.(1) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Schedule exceed [insert amount specified in subsection 2(1)].

11.(2) All payments made pursuant to this Schedule are subject to DFO approving the First Nation's projected costs and actual expenditures as set out in the reports submitted pursuant to subsections 3(1), 4(1) and 8(2) and sections 9 and 10.

11.(3) Where the First Nation fails to provide

(a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10, [add if applicable - or the audited statement referred to in subsection 12(1)],

(b) a detailed description of the Project in accordance with subsection 3(2);

(c) the cash flow projection referred to in subsection 3(1), or

(d) the statement of balance referred to in subsection (4)

in a form acceptable to DFO, or by the date the report or information is due, DFO may, in its discretion, withhold any payment to be made by DFO to the First Nation pending receipt by DFO from the First Nation of the relevant document or information in a form acceptable to DFO.

11.(4) DFO may, in its discretion, require the First Nation to provide a statement of balance in the form as set out in Appendix 5 to this Schedule at any time.

11.(5) Where the First Nation provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 but the report does not, in DFO's opinion, contain the information required for the report, DFO may, in its discretion, withhold any payment to be made by DFO to the First Nation pending receipt by DFO from the First Nation of the information required.

Audit

[PICK THE APPROPRIATE SECTION 12 - AGREEMENTS \$500,000 AND OVER ONLY]

12. The First Nation, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by

(a) a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants, or the Certified General Accountants' Association of British Columbia; or

(b) a person who is certified by the Auditor Certification Board established by section 205 of the Company Act of British Columbia.

or

12. The First Nation, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution prepared by an accountant certified to

practise in the Province of British Columbia and authorized to prepare such statements in that Province.

or

12. The First Nation shall, on demand, permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 13(1)(a) as it deems fit and shall provide all necessary assistance for the audits and examinations.

General Provisions

- 13.(1) The First Nation shall,

(a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;

(b) preserve the books, accounts, records and supporting documentation mentioned in paragraph (a) together with reports and any other documents related to the Project for a period of two years following termination of this Schedule; and

(c) on demand, provide to DFO any of the documentation mentioned in paragraph (a) for examination and audit by any person that DFO may from time to time designate.

- 13.(2) Within fifteen (15) days following

(a) the First Nation having incurred Allowable Costs in an amount equal to or exceeding the full amount of the Contribution,

(b) completion of the Project described in Appendix 2 to this Schedule,

(c) termination of this Schedule or the Agreement,

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule, or

(e) abandonment of the Project by the First Nation,

whichever first occurs, the First Nation shall repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Allowable Costs.

- 13.(3) The First Nation shall refund to DFO, forthwith on written request by DFO, any moneys advanced to the First Nation for which unsatisfactory evidence has been furnished by the First Nation that the moneys have been expended in accordance with this Schedule.

- 13.(4) Any amount that the First Nation is under an obligation to refund or reimburse under subsection (2) or (3) shall be a debt owing to Her Majesty the Queen in right of Canada.
- 13.(5) In no event will DFO make a reimbursement pursuant to subsection 4(2) or adjust the amounts of advances or pay an additional payment pursuant to subsection 6(1) following receipt of the final report referred to in section 10.
- 13.(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the First Nation to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans
555 West Hastings Street
3rd Floor
Vancouver, British Columbia
V6B 5G3

Attention: Paul Kariya
Telephone: (604) 666-7885
Facsimile: (604) 666-2336

- 13.(7) The obligations of the First Nation under section 12 and subsections (1) to (4) shall survive the termination of this Schedule and the Agreement.
- 13.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

Coming into Force

14. This Schedule comes into force as of _____, 19__.

Appendix 1 to Schedule H-1

Description of Allowable Costs

Allowable Costs will consist of the following types of Allowable Costs:

- (a) administrative costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) supplies and materials costs; and
 - (iv) overhead including printing and copying charges;
- (b) operational costs comprised of
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) costs incurred in establishing and operating an office or offices;
 - (iv) costs incurred in constructing, establishing and maintaining other facilities;
 - (v) costs incurred in purchasing and renting supplies, materials and equipment needed to carry out the Project, including the purchase, lease, repair and maintenance of stock assessment materials, equipment and supplies, vehicle and boat rentals and related transportation costs, and crew safety gear;
 - (vi) travel, accommodation, meeting and related expenses;
 - (vii) professional fees, consultants' fees and other services other than litigation costs;
- (c) costs incurred in carrying out any audits required by DFO;
- (d) the costs incurred in retiring one or more commercial fishing licences; and
- (e) the costs incurred in acquiring one or more fishing vessels.

[please remove any Allowable Costs categories that are unnecessary]

Appendix 2 to Schedule H-1

Description of the Project

The Project consists of activities carried out by the First Nation and approved by DFO related to the following:

{Describe the activities in narrative form using the topics set out under the following headings}

DESCRIPTION OF ACTIVITY

ESTIMATED EXPENDITURE

1. Negotiation of Fisheries Management

Negotiation Support
Negotiations Positions Development
Education/Awareness Programs
Community Meetings
Other (specify)

2. Management of Aboriginal Fishing

Fishing Authorities and Services
Catch Monitoring
Enforcement
Other (specify)

3. Habitat Restoration

Habitat Assessment and Monitoring
Habitat Enhancement
Feasibility Studies
Other (specify)

4. Fish Enhancement

Feasibility Studies
Facilities construction (e.g. hatcheries, channels)
Facilities operation
Non-facility based enhancement (e.g. lake fertilization)
SEP Projects
Other (specify)

5. Community Based Research

Fish Trap
Counting Fence
Other Surveys and Assessment Projects
Database and Mapping
Historical Research and Documentation
Technique Development
Other (specify)

6. Training

Identification of training needs
Development of curricula
Aboriginal Fisheries Officer Training
Technician Training
Other (specify)

7 Economic Development

Aquaculture Facilities
Recreational Fisheries
Commercial fisheries
Feasibility Studies
Other (specify)

8. Allocation Transfer

Retire licences and purchase vessels
Other (specify)

9. Stakeholder Consultation

Community Meeting
Policy Consultations
Communications
Other (specify)

10. Facilities Transfer

Hatcheries
Small Craft Harbours
Other (specify)

Appendix 3 to Schedule H-1

Cash Flow Projection

for the Fiscal Year 19__ to 19__

MONTH	\$
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
TOTAL	

NOTE: The First Nation should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

Appendix 4 to Schedule H-1

Summary of Results

_____ Initial Estimate _____ Final Report

A. THE FISHERY DESCRIBED IN SCHEDULE B (report total catch, including any fish sold)

Species	Allocation	Catch to Date	No. of Participants

B. COOPERATIVE MANAGEMENT

1. Description of environmental improvements such as stream clearing or river bank revegetation.
2. Summary of results of scientific research projects (attach final reports).
3. Description of fish enhancement other than hatchery activities.
4. Salmon hatchery activities:

SPECIES	SOCKEYE (number)	CHINOOK (number)	CHUM (number)	COHO (number)	PINK (number)
ACTIVITY					
BROODSTOCK					
RELEASES:					
1 Unfed Fry					
2 Fed Fry					
3 Smolts					

C.COMMERCIAL FISHERIES

1. Fish sold from Aboriginal Fisheries (allocations or aboriginal only harvesting areas)

Species	Amount sold (specify unit e.g. pieces, weight)	Average price obtained per unit (e.g. per lb.)	Dollars re- invested in fisheries management

2. Licences for Commercial fisheries (commercial or Communal Commercial Licences)

Species	Licence type/Gear	Number of Licences held this year

3. ESSR Licences (Surplus)

Species	Location	Licensed Amount (lbs., pieces)	Catch	Revenues	
				gross	net of catching costs

D. EMPLOYMENT SUMMARY

1. Employment in fishery management and cooperative management activities, excluding employment in harvesting and processing resulting from pilot sales arrangements and operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
ABORIGINAL:			
Aboriginal Fisheries Officers			
Other			
NON-ABORIGINAL:			
Aboriginal Fisheries Officers			
Other			

2. Employment in harvesting and processing, including employment resulting from pilot sales arrangements and operation of vessels under Communal Commercial Licences:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING			
ABORIGINAL			
NON-ABORIGINAL			
PROCESSING			
ABORIGINAL			
NON-ABORIGINAL			

E. TRAINING SUMMARY

TYPE OF TRAINING	NO. OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (DAYS, WKS, MTH S)
ABORIGINAL FISHERIES OFFICERS			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
TOTAL			

F. CAPITAL ACQUISITIONS (durable goods with an initial value of \$500 or more):

DESCRIPTION		COST (\$)
1		
2		
3		
4		
TOTAL		

G. OTHER REVENUES GENERATED/LEVERAGED (e.g. funding from other economic development programs)

Source	Amount	Purpose	Project ed Jobs Created	Projected Annual Revenues Generated

Appendix 5 to Schedule H-1
Statement of Balance

For the period from April 1, 19__
to _____

Allowable Costs paid or payable \$

MINUS

Contributions from DFO
received to date \$

BALANCE

\$
=====

SCHEDULE I-1

Non-monetary Assistance

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

SCHEDULE J

Implementation Committee

[Note: fill in numbers in subsection 1(1)]

Structure

- 1.(1) The Committee will consist of x members, $x/2$ members appointed by the First Nation and $x/2$ members appointed by DFO.
- 1.(2) Each Party will select one of the Committee members appointed by it to act as a co-chairperson for the Committee.
- 1.(3) By agreement in writing signed by both Parties, the number of members of the Committee may be increased or decreased if equal representation between DFO and the First Nation is maintained.
- 1.(4) The members of the Committee will work cooperatively to reach unanimous decisions.
- 1.(5) The Committee may establish its own rules of procedure but
 - (a) each member of the Committee shall have one vote;
 - (b) decisions of the Committee shall be made by majority vote; and
 - (c) a quorum shall consist of an equal number of members appointed by each party.
- 1.(6) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.
- 1.(7) The Committee will establish its own meeting schedule but shall meet on the request of either Party.

Duties

2. The Committee will
 - (a) coordinate activities carried out by the Parties pursuant to this Agreement with respect to management of fisheries resources in the Area;
 - (b) prepare a fish harvesting plan proposal with respect to fishing in the Area by the First Nation, which proposal will provide for the optimal escapement of wild stocks through appropriate timing, gear and fishing site selections;
 - (c) during the fishing season, regularly review the fish harvesting plan and make recommendations to the Parties with respect to amendments;

(d) prepare a monitoring and enforcement plan proposal with respect to fishing and related activities within the Area by First Nation members;

(e) coordinate joint patrols within the Area by

(i) the Aboriginal Fisheries Officers, and

(ii) DFO fishery guardians or DFO fishery officers;

(f) review and coordinate joint field activities of the Parties carried out pursuant to this Agreement with respect to monitoring and with respect to enforcement within the Area;

(g) identify training requirements and training options related to the implementation of this Agreement;

(h) develop and carry out a process for reviewing and evaluating this Agreement and any activities carried out pursuant to this Agreement and for reporting to the Parties on the process, reviews and evaluations;

(i) carry out any other responsibilities and activities as determined by the Parties.

Implementation of Decisions

3.(1) The First Nation will provide the Committee with the name and address of a person to act as its Representative for the purposes set out in this section.

3.(2) The Committee will send a copy of its decisions to the Representative and the RDG.

3.(3) Where a member of the Committee does not agree with the Committee's recommendation, the member may forward a separate opinion to the Representative and the RDG.

3.(4) The RDG shall review the proposals and any amendments thereto recommended by the Committee pursuant to section 2 of this Schedule and may

(a) accept the proposal and take whatever actions are necessary to implement it;

(b) after consulting with the First Nation Representative change any or all provisions of the proposal and take whatever actions are necessary to implement the revised proposal.

3.(5) The Parties shall implement the monitoring and enforcement plan proposal made by the Committee pursuant to section 2 of this Schedule on agreement of the Representative and the RDG.

Definitions

4. In this Schedule,

"Committee" means the Implementation Committee established in section 11 of the Agreement;

"Representative" means the Representative referred to in subsection 3(1) of this Schedule.

SCHEDULE K-1

Fisheries Management

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

BETWEEN: Her Majesty the Queen in right of Canada as
represented by the Minister of Fisheries and Oceans
(DFO)

AND:

_____ (First Nation)

FISHERIES AGREEMENT

- 8.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 19__ - 19__ to 19__ - 19__, provide assistance in the amount of \$_____ to the First Nation to help finance fisheries management activities.
- 8.(4) The assistance referred to in subsection (3) may include money and profit making opportunities related to fisheries.
- 8.(5) DFO will not provide the assistance referred to in subsection (3) for a Fiscal Year until after DFO and the First Nation agree on
- (a) the portion of the assistance that will consist of money and the nature, extent and value of the other forms of the assistance to be provided in the Fiscal Year,
 - (b) the fisheries management activities that will be conducted and to which the assistance will be applied, and
 - (c) the other terms and conditions of the assistance,
- and until after DFO and the First Nation, pursuant to section 15,
- (d) add provisions to Schedule H to this Agreement that set out the terms and conditions of any monetary assistance; and
 - (e) add provisions to Schedule I to this Agreement that set out the terms and conditions of any assistance other than monetary assistance.
- 8.(6) The provisions referred to in paragraph (5)(d) will be in the form set out in Schedule H-1 to this Agreement and will include
- (a) a description of the fisheries management activities that will be undertaken and to which the money will be applied; and
 - (b) a description of the costs and expenses on which the money may be expended, which costs and expenses must be incurred in the Fiscal Year.
- 8.(7) It is the intention of the Parties that any amount of money that DFO provides, pursuant to subsection (3), to help finance fisheries management activities will, over the term of this Agreement, decrease as other sources of assistance, including profits from fisheries-related economic activities undertaken by the First Nation, become available with the ultimate objective that fisheries management activities undertaken by the First Nation will, after the term of this Agreement, be entirely financed from sources other than DFO.

- 8.(8) In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.
- 8.(9) The First Nation shall, on or before _____, provide DFO with a business plan setting out
- (a) a projection of the fisheries management activities to be undertaken by the First Nation during the term of this Agreement and the cost of those activities, consistent with the intent set out in subsection (7);
 - (b) a plan for the development of fisheries-related economic activities; and
 - (c) projections of the assistance from DFO that will be necessary for the First Nation
 - (i) to carry out the fisheries management activities referred to in paragraph (a), and
 - (ii) to develop the fisheries-related economic activities referred to in paragraph (b).
- 8.(10) The total projected cost of the fisheries management activities projected to be undertaken by the First Nation in a Fiscal Year may exceed the amount of assistance provided pursuant to subsection (3), but
- (a) the projected contribution of money by DFO in that Fiscal Year will not exceed that amount, and
 - (b) the projected requirement for money from DFO must decline over the term of the plan in accordance with subsection (7).