

FISHERIES AGREEMENT

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: Lheidli T'enneh Indian Band (hereinafter called the "First Nation")

OF THE SECOND PART

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

AND WHEREAS the Parties are both interested in the conservation, protection and management of fisheries resources in the area described in 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, if any, 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 fulfillment of the federal Crown's responsibilities under the treaty.

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- 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 supersede and replace all other arrangements and agreements with respect to the matters and issues addressed herein and that it establish the relationship between the Parties with respect to all such matters and issues.

Management of Fishery

- 2(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement.
- 2(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B-1 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.
- 2(4) The Parties agree to participate in a Fraser River Watershed management process designed to coordinate fisheries related activities of the Parties in order to provide for a coordinated approach to the management of fisheries and to the conservation, protection and enhancement of fish and fish habitats within the Watershed. The Watershed management process may address issues related to fish health and quality, as well as escapement and harvest levels.

Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C-1 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-1 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-1 to this Agreement.

Integrated Fisheries Management

- 6(1) The First Nation will participate in committees and other consultative structures as set out in Schedule F-1 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.

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Habitat

7. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G-1 to this Agreement.

Cooperative Management, Economic Development and Funding

- 8(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H-1 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-1 to this Agreement.
- 8(3) Subject to subsections 8(4) to 8(8), DFO will, in each of the Fiscal Years 2000-2001, 2001-2002 and 2002-2003, provide assistance in the amount of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) to the First Nation to help finance fisheries management activities.
- 8(4) The assistance referred to in subsection 8(3) may include money and profit-making opportunities related to fisheries.
- 8(5) DFO will not provide the assistance referred to in subsection 8(3) for a Fiscal Year until after DFO and the First Nation agree upon:
- (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-1 to this Agreement that set out the terms and conditions of any monetary assistance; and
 - (e) add provisions to Schedule I-1 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 8(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 8(3) to help finance fisheries management activities will decrease as other sources of assistance related to meeting Aboriginal Fisheries Strategy objectives, 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 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.

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- 8(9) The First Nation shall, before any fisheries-related economic opportunities are provided by DFO, provide DFO with an activity 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 8(7);
 - (b) a business 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 8(9)(a), and
 - (ii) to develop the fisheries-related economic activities referred to in paragraph 8(9)(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 8(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 the business plan and subsection 8(7).
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.

Joint Technical Advisory Committee

11. The Parties hereby establish the Joint Technical Advisory Committee described in Schedule J-1 of this Agreement.

Fisheries Management

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

Ratification

- 13(1) The First Nation warrants that the representative who executes this Agreement on behalf of the First Nation has authority to bind the members of the First Nation.
- 13(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.

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- 13(3) Execution of this Agreement by the representative referred to in subsection 13(1) constitutes ratification of this Agreement by the First Nation.
- 13(4) The First Nation will inform its members of the contents of this Agreement.

Duration and Termination

- 14(1) This Agreement will come into force on execution by both Parties and, subject to subsections 14(2) to 14(6), will terminate on March 31, 2003 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 14(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 14(3) Notwithstanding subsection 14(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.
- 14(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.
- 14(5) Notwithstanding subsection 14(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.
- 14(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.

Notice and Representatives

- 15(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
Stn #13 - 194
200 Kent Street
Ottawa, Ontario
K1A 0E6

Attention: Director General
Aboriginal Affairs Division

Telephone: (613)991-0181
Facsimile: (613)993-7651

To the First Nation:

Lheit Lit'en Nation
RR 1 Site 27 Comp 60
Prince George, BC
V2N 2H8

Attention: Barry Seymour, Chief

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Telephone: (250)963-8451
 Facsimile: (250)963-6954

- 15(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.
- 15(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 15(1).

Schedules

- 16(1) The following Schedules form part of this Agreement:

Schedule A	description of 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-1	provisions pertaining to the joint technical advisory committee
Schedule K-1	provisions pertaining to fisheries management

- 16(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, J-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.
- 16(3) Where pursuant to subsection 16(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 as 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.

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- 16(4) A reference to Schedule B, C, D, E, F, G, H, I, J or K means Schedule B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, J-1, or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection 16(2) and thus bear the same letter.

General

- 17(1) The Parties acknowledge that the Minister is responsible for conservation. Subject to the final decision-making authority of the Minister, DFO and the First Nation will work together to implement this Agreement.
- 17(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.
- 17(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.
- 17(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.
- 17(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.
- 17(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.
- 17(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 17(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.
- 17(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.
- 17(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.
- 17(11) Without limiting the generality of subsections 17(9) and 17(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.
- 17(12) The First Nation shall not assign or subcontract this Agreement or any part thereof.
- 17(13) Subject to section 16 and subsection 17(5), this Agreement sets forth the entire agreement and understanding between the Parties.

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- 17(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.
- 17(15)(a) If any issue arises under this Agreement, it will first be referred to the First Nation Chief and Joint Technical Advisory Committee in accordance with the provisions of Schedule J-1 to this Agreement, which shall meet at the earliest convenience of the Parties to attempt to find a mutually acceptable solution to the issue.
- (b) If the Parties do not reach a mutually acceptable solution to the issue within a reasonable time, the Parties shall refer the issue in writing to the RDG who will resolve the issue and notify the First Nation in writing of his or her decision.
- (c) Nothing in this section shall be interpreted as limiting the authority of DFO to act as necessary to manage or conserve fisheries resources.
- 17(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.
- 17(17) The obligations of the First Nation under subsection 17(14) shall survive the termination of this Agreement.
- 17(18) The First Nation shall purchase, provide and maintain insurance, including third-party liability insurance, suitable to both the First Nation and DFO.
- 17(19) The First Nation will provide DFO with copies of the insurance policies referred to in subsection 17(18) upon request.

Definitions

18. In this Agreement:

'Aboriginal Fisheries Officer' means a member of the First Nation who is designated by the Minister further to Schedule E-1 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-1;

'Minister' means the Minister of Fisheries and Oceans;

'RDG' means the Director General, Pacific Region, Department of Fisheries and Oceans.

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IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized on their behalf this 4th day of June, 1999.

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

[Signature]
Witness

[Signature]
Sharon Ashley, Director General
Aboriginal Affairs Division
Department of Fisheries and Oceans

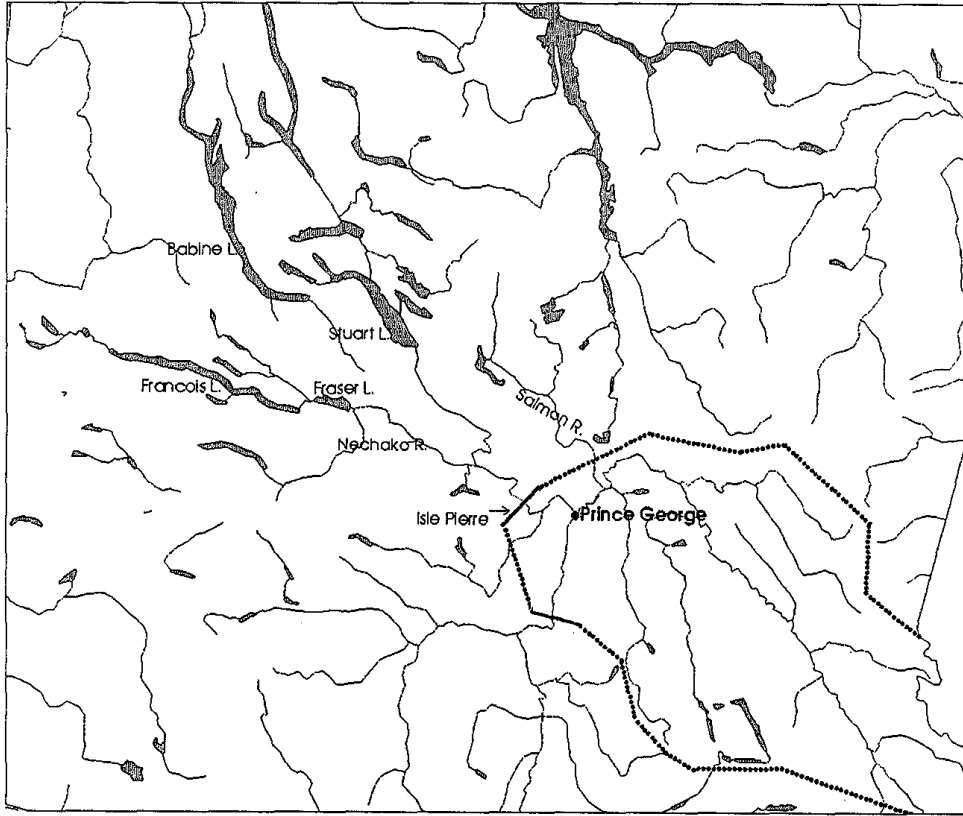
Lheidli Tensh Indian Band by its duly authorized representative

[Signature]
Witness

[Signature]
Barry Seymour, Chief

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SCHEDULE A



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SCHEDULE B-1

Fishery

Quantity

1(1) The First Nation may fish for the following quantities and species of salmon:

- (a) sockeye salmon 10,000; and
- (b) chinook salmon 500.

For management purposes, the First Nation agrees to fish up to the above quantities of salmon. In the event that the First Nation identifies an increase in the food, social and ceremonial needs of its members, the Parties will review the above quantities and, if agreed by the Parties, will amend the above noted quantities and reflect any amendment in the Communal Licence. The quantities of salmon reflected in the Communal Licence are subject to consultation each year, at which time the needs of the members of the First Nation and conservation requirements will be reviewed by the Parties.

For greater certainty, the following provisions, specified in the this Agreement, continue to apply:

The Parties agree that this Agreement shall not serve to define or to limit Aboriginal or treaty rights, if any, 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.

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(2) The First Nation agrees to manage the Fishery such that the First Nation and its members will fish for the species referred to in subsection 1(1) in accordance with this Schedule and this Agreement.
- 1(3) Notwithstanding subsection 1(2), nothing in this Schedule or the Communal Licence will prevent the First Nation and its 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(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 Parties will develop a stock harvest management plan, the objective of which will be to provide the First Nation with a reasonable opportunity to catch the fish set out in subsection 1(1) while balancing exploitation rate across stocks and timing groups to ensure adequate escapement of all stocks and timing groups.

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- 2(3) The dates and times, on which fishing for the quantity for salmon set out in subsection 1(1) may occur, are as set out in Appendix 1 to this Schedule.
- 2(4) The RDG may, by order, vary the waters in which, or the dates and times on which, a designated person may fish.
- 2(5) DFO may, for the purposes of conservation and protection of fish, amend the conditions of the Communal Licence.
- 2(6) No variations or amendments described in subsections 2(4) and 2(5) will be implemented unless DFO has first consulted with the First Nation, except where circumstances require immediate action, in which case DFO will consult with the First Nation at the first available opportunity.
- 2(7) The Parties have developed a monitoring and enforcement protocol attached as Appendix 3 to this Schedule, to assist the Parties in conducting monitoring and enforcement activities pursuant to this Agreement.

Disposition of Fish

- 3(1) 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.
- 3(2) For greater certainty, subsection 3(1) shall not be interpreted as precluding the traditional exchange or distribution of fish or fish products within and between Aboriginal communities.

Licencing

- 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 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) Persons may be designated to fish as set out in subsection 7(1) of this Schedule. The First Nation may prepare a list of persons who are designated to fish pursuant to subsection 7(3) of this Schedule.
- 5(3) A person fishing as set out in this Schedule will carry 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 designation card to a DFO fishery officer or a DFO fishery guardian upon 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) notify each person designated to fish of the conditions of the Communal Licence;
 - (c) incorporate the conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated; and
 - (d) notify each person designated of any amendments to this Schedule and of any amendments to the conditions in 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 all persons designated to fish pursuant to subsection 7(1), together with their designation card numbers.
- 7(4) The First Nation may amend the names and designation card numbers in the lists referred to in subsection 7(3), including names and designation card numbers of persons who are no longer designated to fish.
- 7(5) The First Nation will provide the amended lists referred to in subsection 7(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 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(8) The First Nation will provide a copy of this Schedule to each Aboriginal Fisheries Catch Monitor.

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 April 1, 1999 and, subject to section 14 of the Agreement, will terminate on March 31, 2000.

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Definitions

11. In this Schedule:

"Aboriginal Fisheries Catch Monitor" means a person appointed by the First Nation as an Aboriginal Fisheries Catch Monitor;

"C&P" means the Conservation and Protection Sector of DFO;

"C&P Personnel" means individuals employed by Conservation and Protection Sector of DFO;

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

"Schedule" means this Schedule and the attached Appendices 1, 2 and 3.

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Appendix 1 to Schedule B-1

Communal Licence(s)

1. Without limiting the generality of any other provision in this Schedule, no fishing referred to in the Schedule shall be carried out under the Communal Licence for salmon, other than in accordance with the following conditions:
 - (a) By a designated person;
 - (b) Maximum quantity of:
 - sockeye salmon: 10,000 (non retention of sockeye in Bowron River);
 - and
 - chinook salmon: 500;
 - (c) Location:
 - (i) Nechako River mainstem, downstream of Isle Pierre, and Fraser River mainstem upstream from the confluence with Naver Creek to the confluence with the Salmon River; and
 - (ii) Bowron River from the Beaver Forest Service Road bridge crossing downstream to the confluence with Fraser River;
 - (d) Dates and Times:
 - 0001 hours June 1, 1999 to 2400 hours October 15, 1999;
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (i) Dip nets and gill nets may be used in locations described in paragraph 1(c)(i). Gillnets must not exceed sixty (60) feet in length in any river where fishing is authorized by the Communal Licence;
 - (ii) One (1) fish wheel may be operated on a communal basis by the First Nation in one of the locations described in paragraph 1(c)(i);
 - (iii) Dip nets only may be used (for chinook salmon fishing) in the open area of the Bowron River, as described in section 1(c)(ii); and
 - (iv) Other area(s) that may be identified at a later date and agreed to by the Parties;
 - (f) Record Keeping and Catch Monitoring:
 - After determining with DFO the specific catch and effort data required and format, the First Nation will, when possible, e-mail the data to the appropriate DFO personnel on Monday of each week during the fishing period;
 - (g) Number of Fishing Gear/Type per designated person:
 - One (1) gillnet only is permitted per designated person fishing;
 - (h) Maximum Number of Fishing Gear/Type at any one time:
 - One (1) gillnet only is permitted to be used at any one time by a designated person;
 - (i) Gear Marking:

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- All nets must be marked with a float attached to one end thereof, bearing designation card (Fishing Authorization) number.

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Appendix 2 to Schedule B-1**Activity Monitoring**

1. DFO and the First Nation will work cooperatively for the purposes of gathering detailed information on the number of fish caught in the Fishery.
2. The First Nation will provide DFO with harvest information on a weekly basis during the Fishery and will keep a running total by species of the number of fish harvested, or as otherwise specified in the Communal Licence.
3. DFO may, in its discretion, verify the catch monitoring and reporting processes of the First Nation, including on-site inspections.

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Appendix 3 to Schedule B-1

Monitoring and Enforcement Protocol

Purpose

1. In accordance with Schedule B-1, this Appendix shall be used to assist the Parties in conducting monitoring and enforcement activities but does not, and is not intended to restrict the powers of DFO fishery officers or DFO fishery guardians designated under the *Fisheries Act* (the "Act"). Further, this Appendix is not intended to restrict the protection of the rights of aboriginal people provided by section 35 of the *Constitution Act*, 1982.

Coordination of Monitoring and Enforcement Activities

- 2(1) DFO Conservation and Protection Sector Personnel (C&P Personnel) and representatives of the First Nation shall work cooperatively in implementing this Appendix.
- 2(2) C&P Personnel and the representatives of the First Nation shall conduct the following activities:
 - (a) communicate regularly to discuss monitoring and enforcement issues;
 - (b) share information concerning the occurrence of violations under the *Fisheries Act* and regulations thereto in the Area as established in Schedule A.

Consultation

- 3(1) C&P Personnel will attempt to consult with the representatives of the First Nation before taking any enforcement action relating to fishing pursuant to this Agreement, except where prior consultation would compromise the effectiveness of an enforcement action. Where prior consultation would compromise the effectiveness of the enforcement action, DFO will consult with the representatives of the First Nation as soon as possible after taking enforcement action.
- 3(2) The following shall be the designated representatives of the First Nation for the purposes of consultation under this Appendix:

<u>Name</u>	<u>Phone Number</u>
Chief Barry Seymour	(250) 963-8451

- 3(3) The following shall be the designated representatives of the DFO for the purposes of consultation under this Appendix:

<u>Name</u>	<u>Phone Number</u>
Richard Elson, DFO fishery officer	(250) 561-5510
Scott Gilbert, DFO fishery officer	(250) 561-5531

- 3(4) The First Nation will be responsible for notifying its membership regarding fishing times, catch reporting locations and procedures, availability of fishing designation cards and any other restrictions or limits to catch that the First Nation deems necessary.

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Breach of Licence

4. Where there is a breach of the conditions of a Communal Licence and the First Nation has taken or intends to take action against the person(s) designated to fish with respect to the breach, DFO shall take into account the First Nation's actions in determining what action DFO will take.

Seizure of Fish and Fishing Gear

5. DFO shall carry out the disposition of any seized fish or fishing gear in accordance with the Act. Any proceeds realized from such disposition shall be paid to the Receiver General for Canada. Where possible, seized fish will be made available for distribution to the elders and needy members of the First Nation, if relinquished by fisher.

Documentation

6. Occurrence reports, violation reports and any enforcement actions taken during seizure of fish and fishing gear shall be properly documented in accordance with DFO policy and procedure.

Appearance Notices

7. Appearance Notices shall be issued in accordance with this Protocol and DFO's *National Procedural Guidelines for Enforcement of Aboriginal Fishing*.

Enforcement Guidelines

8. The Parties agree that DFO fishery officers and DFO fishery guardians may respond to the following circumstances by the procedure set out below:

- (a) Fishing where no Communal Licence has been issued:

Procedure: Nets shall be removed and live fish released. Nets and caught fish shall be seized and Appearance Notices issued.

- (b) Fishing without a designation card:

Procedure: Attempts should first be made to determine if a designation card has been issued by the First Nation to the individual. Depending on circumstances, the individual(s) may be warned and required to produce an designation card. Nets may be removed from the water. Nets and caught fish may be seized. Charges may be recommended.

On the first instance where a fisher who is not designated is fishing with a spouse (including a common-law spouse) who is designated, the non-designated fisher may be warned and advised to obtain a designation card.

No action will be taken against a person who does not have a designation card and is not fishing, but is in the company of a designated person who is fishing.

- (c) Fishing during closed times or in a closed area:

Procedure: Nets and caught fish may be seized. Charges may be recommended.

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If nets are being set less than one-half hour before an opening, warnings may be given in the first instance.

If nets are still set immediately after closing time, discretion may be used and either a warning may be issued or charges may be recommended.

- (d) Use of gear not authorized by the Communal Licence:

Procedure: If the unauthorized gear is unmarked or unidentifiable, the nets and caught fish may be seized. Charges may be recommended.

If the unauthorized gear is marked or the designated fisher otherwise identifiable, nets and caught fish may be seized. Charges may be recommended.

- (e) Improper or inadequately marked gear:

Procedure: Nets may be seized. Live fish will be released. Dead fish may be seized. Nets may be returned to the owner with a warning.

- (f) Failure to comply with terms and conditions of designation/authorization card or Communal Licences:

Procedure: Designated fishers may be warned on the first instance. Nets and caught fish may be seized. Charges may be recommended.

- (g) Misreporting or failure to report catch:

Procedure: Caught fish may be seized. Charges may be recommended.

- (h) Unauthorized sale of fish:

Procedure: Equipment and caught fish may be seized. Charges shall be recommended.

- (i) Fishing with more than one net:

Procedure: Nets and caught fish may be seized. Charges shall be recommended.

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SCHEDULE C-1

Communal Commercial Fisheries Access

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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SCHEDULE D-1

Access to Salmon Excess to Spawning Requirements

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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SCHEDULE E-1

Aboriginal Fisheries Officers

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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SCHEDULE F-1

Integrated Fisheries Management

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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SCHEDULE G-1

Habitat

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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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) 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;

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

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

"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 ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) during the Fiscal Year 1999-2000 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;
- (c) liaise with DFO with respect to the Project on behalf of the First Nations; and
- (d) use its best efforts to coordinate the Project with fisheries-related activities carried out by or on behalf of any other Aboriginal group in respect of the same watershed.

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

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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.

- 3(3) Where the Project, or any part of it, requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO shall fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Schedule. Should the Project, or any part of it, change after the environmental assessment is completed, the First Nation will immediately provide DFO with a detailed description of the changed Project. If this changed Project description is consistent with the description set out in Appendix 2 of the Schedule and meets with DFO's approval and the changed Project requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO shall fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Schedule.

Method of Payment

Reimbursement

- 4(1) Where this Schedule comes into force after April 1, 1999, 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, 1999, 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 4(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

- 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 11(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.
- 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 5(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 ONE HUNDRED AND TWELVE THOUSAND, FIVE HUNDRED DOLLARS (\$112,500.00).

Final Payment

7. Subject to subsection 11(1), 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 8(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 8(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 Costs 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 8(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).

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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; and
 - (e) a revised cash-flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within seventy-five (75) 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; or
 - (c) termination of this Schedule or the Agreement; or
 - (d) the end of the Fiscal Year referred to in subsection 2(1); 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 Appendix 5 to this Schedule;
- (j) a summary of results in the form as set out in Appendix 4 to this Schedule; and
- (k) an audited statement, if required, as set out in section 12.

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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 ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).
- 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;
 - (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 11(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

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 accounting principles generally accepted in Canada;
 - (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph 13(1)(a) together with reports and any other documents related to the Project for a period of two (2) years following termination of this Schedule; and
 - (c) on demand, provide to DFO any of the documentation mentioned in paragraph 13(1)(a) for examination and audit by any person that DFO may from time to time designate.

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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); 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 upon written request by DFO, any monies advanced to the First Nation for which unsatisfactory evidence has been furnished by the First Nation that the monies 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 13(2) or 13(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
Stn #460 - 555 West Hastings Street
Vancouver, British Columbia
V6B 5G3

Attention: Director, Aboriginal Fisheries
Telephone: (604) 666-7885
Facsimile: (604) 666-2336

13(7) The obligations of the First Nation under section 12 and subsections 13(1) to 13(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 April 1, 1999.

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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; and
 - (vii) professional fees, consultants' fees and other services other than litigation costs;
- (c) costs incurred in carrying out any audits required by DFO.

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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:

<u>DESCRIPTION OF ACTIVITY</u>	<u>ESTIMATED EXPENDITURE</u>
1. Negotiation of Fisheries Management	\$33,700
(a) <u>Community Meetings</u>	
Community meetings relate to fisheries management for the purpose of planning and consultations. These may include: Watershed meetings; meetings with Aboriginal Organizations and meetings with DFO representatives.	
2. Management of Aboriginal Fishing	\$40,900
(a) <u>Catch monitoring</u>	
Area: Nechako River mainstem, downstream from Isle Pierre; and Fraser River mainstem from the confluence with Naver Creek upstream to the confluence with Salmon River.	
A meeting will be held with DFO fisheries management staff and the First Nation, prior to commencement of fishing activities. This is to determine specific catch recording and reporting requirements, and scale and DNA sampling needs and procedures. Scale and DNA samples will be forwarded as agreed to by DFO fisheries management staff. Catch figures (including any fish caught by the First Nation's fish wheel) will be submitted, when possible by e-mail, to the appropriate DFO technical staff on Monday of each week during the fishing season.	
3. Habitat Restoration	\$0
4. Fish Enhancement	\$0
5. Community Based Research	\$50,400
(a) <u>Surveys and Assessment Projects</u>	
(i) Fishwheel	
A fishwheel will be operated in the Fraser River near Shelly to:	
- Ascertain Bowron River sockeye run timing and duration; and to test the efficiency of the fish wheel relative to the number of adult sockeye that migrated through the area;	
- Collect scale samples from sockeye salmon for stock management purposes;	

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- Collect scale and DNA samples from chinook salmon to assess stock timing;
- Allow for the selective harvest of chinook salmon during any sockeye salmon conservation closure; and
- Allow for selective harvest of sockeye salmon to provide the best possible quality of fish for assessment of value added products.

(ii) Bowron Sockeye Adult Spawner Enumeration

This project will be conducted cooperatively with DFO stock assessment staff and will involve helicopter enumeration and scale sampling of sockeye salmon spawning streams tributary to Bowron Lake.

(iii) Willow River Chinook Enumeration

Willow River chinook spawners will be counted by means of a helicopter.

6. Training	\$0
7. Economic Development	\$0
8. Licence Retirement Program	\$0
9. Stakeholder Consultation	\$0
10. Facilities Transfer	\$0
Total	\$125,000

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Appendix 3 to Schedule H-1

Cash-Flow Projection
for the Fiscal Year 1999-2000

MONTH	AMOUNT IN DOLLARS
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.

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Appendix 4 to Schedule H-1

Summary of Results

Initial Estimate

Final Report

A. The Fishery Described in Schedule B-1 (report total catch)

SPECIES	MAXIMUM QUANTITY	CATCH TO DATE	NUMBER 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.

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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

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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	NUMBER OF PEOPLE	TOTAL NUMBER 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: non planned in current fiscal year.

EMPLOYMENT	NUMBER OF PEOPLE	TOTAL NUMBER OF MONTHS OF FULL-TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING:			
Aboriginal			
Non-Aboriginal			
PROCESSING:			
Aboriginal			
Non-Aboriginal			

E. Training Summary

TYPE OF TRAINING	NUMBER OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (Days/Weeks/Months)
Aboriginal Fisheries Officers			
Observer			
Scuba Diver			
Technical or Trade School			
Other (technical short courses)			
TOTAL			

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F. Capital Acquisitions: no capital purchases planned.
(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

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Appendix 5 to Schedule H-1**Statement of Balance****For the Period April 1, 1999 to March 31, 2000**

Allowable Costs paid or payable	\$
Minus:	
- Contributions from DFO received to date	\$ _____
BALANCE	\$ _____

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SCHEDULE I-1

Non-Monetary Assistance

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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SCHEDULE J-1**Joint Technical Advisory Committee**

- 1(1) The First Nation will review, with DFO, fisheries activities to be carried out by the First Nation to ensure that those activities fall within the mandate of DFO and reflect responsible management of the fisheries resource. To help meet these objectives and carry out activities associated with this Agreement, the Joint Technical Advisory Committee will provide recommendations to the Parties on biological, technical and project-planning issues, including specific harvesting plans for the Fishery.

Committee Membership

- 2(1) The Committee will consist of:
- (a) 3 members appointed by the First Nation and
 - (b) 3 members appointed by DFO.
- 2(2) On invitation by the Parties, representatives from provincial ministries may participate in Committee meetings.
- 2(3) The Committee may establish its own rules of procedure.
- 2(4) The members of the Committee will work cooperatively to reach unanimous decisions.
- 2(5) The Committee will establish its own meeting schedule, but will meet not less than two times each fiscal year and shall meet on the request of either Party.
- 2(6) The Committee will meet as required by the Parties.
- 2(7) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.

Definitions

3. In this Schedule:

'Committee' means the Joint Technical Advisory Committee established pursuant to section 11 of the Agreement.

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SCHEDULE K-1

Fisheries Management

(Schedule may be agreed upon pursuant to section 16 of this Agreement.)

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BETWEEN:

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

AND:

Lheidli T'enneh Indian Band (First Nation)

FISHERIES AGREEMENT

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