

June 10/94

FA 94 - 357

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: Carrier Sekani Tribal Council 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.

94/95

6/10/94 \$510K

#5 FA 94-357

3/31/99

TD/ITD CERTIFIED TRUE COPY

- 1.(7) This Agreement is negotiated pursuant to the Working Agreement signed by the Parties on May 12th, 1993. While this Agreement does not supersede or replace anything set out in the 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.
3. There is no section 3.

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.
- 8.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 1995 - 1996, 1996-1997, 1997-1998, and 1998 - 1999, provide assistance in the amount of \$ 600,000.00 to the Aboriginal Organization to help finance fisheries management activities.

*MWD* CERTIFIED TRUE COPY

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) 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.(8) 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 the projected contribution of money by DFO in that Fiscal Year will not exceed that amount.

#### 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 Joint Technical Advisory Committee described in Schedule J.

#### Ratification

- 12.(1) The Aboriginal Organization warrants that the representative who executes this Agreement on behalf of the Aboriginal Organization has authority to bind the Aboriginal Organization, the First Nations and the members of the First Nations.

CERTIFIED TRUE COPY

- 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 referred to in subsection (1) constitutes ratification of this Agreement by the Aboriginal Organization, the First Nations and the members of 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 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, after consulting with the Aboriginal Organization;
- (a) immediately amend the Agreement to reduce funding levels or change project descriptions corresponding to the withdrawing First Nation's participation in the Agreement; or
  - (b) failing a mutually acceptable amendment in (a), 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: Marion Lefebvre  
Director General, Native Affairs

Telephone: (613) 990-0181  
Facsimile: (613) 993-7651

To Aboriginal Organization

Carrier Sekani Tribal Council  
2nd Floor, 1460 6th Avenue  
Prince George, B.C.  
V2L 3N2

Attention: Justa Monk  
Tribal Chief

Telephone: (604) 562-6279  
Facsimile: (604) 562-8206

- 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	-	There is no 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 Joint Technical Advisory Committee

- 15.(2) It is understood that, with respect to Schedules B-1, D-1, E-1, F-1, G-1, H-1, and I-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

*THU* CERTIFIED TRUE COPY

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, D, E, F, G, H or I means Schedule B-1, D-1, E-1, F-1, G-1, H-1 or I-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 former Public Office Holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Officer Holders shall derive any direct benefit from this Agreement.
- 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.

#### 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) Broman Lake Indian Band,
- (b) Burns Lake Indian Band,
- (c) Cheslatta Indian Band,
- (d) Nadleh Whut'en Indian Band
- (e) Nak'azdli Indian Band,
- (f) Stellaquo Indian Band,
- (g) Stoney Creek Indian Band,
- (h) Takla Lake Indian Band, and
- (i) TI'azt'en Nation Indian Band.

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

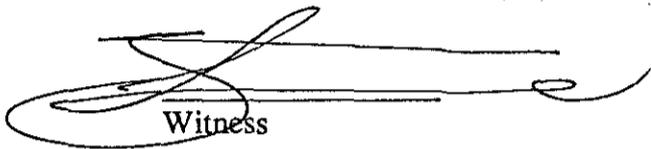
"Fishery" means the fishing described in Schedule B;

"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 10<sup>th</sup> day of June, 1999.

Carrier Sekani Tribal Council for and on behalf of the First Nations it represents by its duly authorized representative

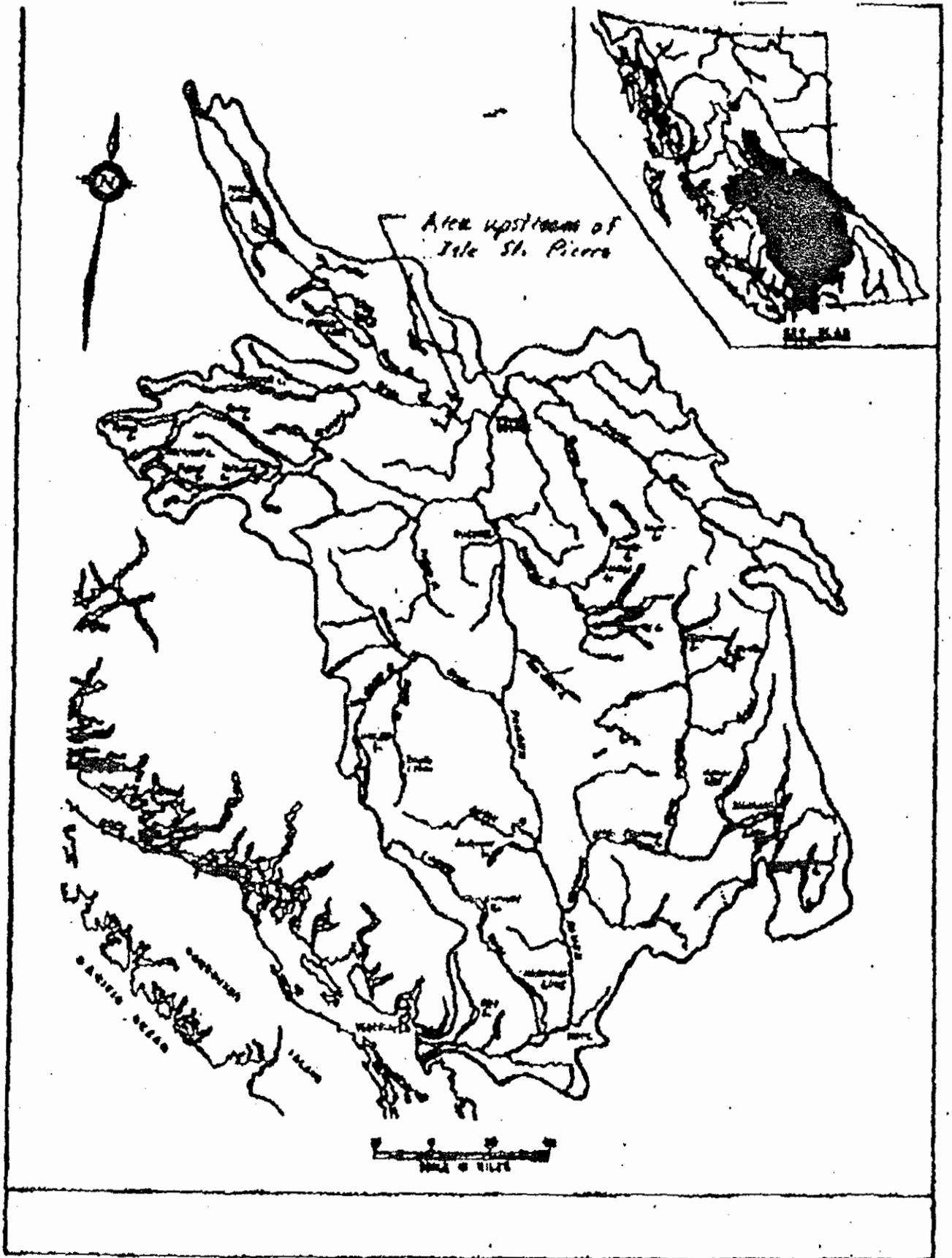
  
Witness

  
Justa Monk  
Tribal Chief

Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans by Assistant Deputy Minister, Policy, Strategic Planning and Consultation

  
M. Flumian, Assistant Deputy Minister, Policy, Strategic Planning and Consultation, Department of Fisheries and Oceans

SCHEDULE A



CERTIFIED TRUE COPY  
T.M.D.

## SCHEDULE B-1

## Fishery

Allocation

- 1.(1) The Aboriginal Organization may fish for the following quantities and species of salmon:
- (a) 55,000 sockeye salmon; and
  - (b) 500 chinook 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.
- 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.

CERTIFIED TRUE COPY ❖  
TRUD

- 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) Persons may be designated to fish as set out in subsection 7(1) 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, a DFO fishery guardian, an Aboriginal Fisheries Catch Monitor or an Observer 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

- 7.(1) The Stoney Creek Indian Band, Nadleh Whut'en Indian Band, Stellaquo Indian Band, Nak'azdli Indian Band, TI'azt'en Nation Indian Band and Takla Lake Indian Band 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 and the First Nations referred to subsection (1) 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.(3) Before the fishing described in this Schedule commences, the Aboriginal Organization will provide to DFO 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 Nations referred to in subsection (1) may amend the names and designation card numbers in the list referred to in subsection (3).
- 7.(5) The Aboriginal Organization will provide the amended list 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 and the First Nations 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 Catch Monitors present during openings of the Fishery.

- 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 Catch Monitor.

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 April 1, 1994 and, subject to section 13 of the Agreement, will terminate on March 31, 1995.

Definitions

11. In this Schedule,

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

"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; and

"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 sockeye salmon (*oncorhynchus nerka*) or chinook salmon (*oncorhynchus tshawytscha*) other than in accordance with the following conditions:

(a) By a designated person;

(b) Maximum quantity: 55,000 Sockeye Salmon, and 500 Chinook Salmon

(c) Location:

- (i) persons designated to fish by the Stoney Creek Indian Band may fish on the Nechako River from Isle Pierre to Finmore;
- (ii) persons designated to fish by the Nadleh Whut'en Indian Band may fish on the West end of Fraser Lake;
- (iii) persons designated to fish by the Stellaquo Indian Band may fish on the West end of Fraser Lake;
- (iv) persons designated to fish by Nak'azdli Indian Band may fish on East end of Stuart Lake;
- (v) person designated by the Tl'azt'en Nation Indian Band may fish on Stuart Lake adjacent to the Villages at Tachie, Pinchi and Portage; and
- (vi) person designated by the Takla Lake Indian Band may fish on Takla Lake.

(d) Dates and Times:

Fishing is authorized in the locations described in paragraph (c) during the period commencing 0001 hours July 01, 1994 to 2400 hours September 30, 1994.

(e) Fishing Gear set at the locations and in the manner specified:

Gill nets may be used in all locations described in paragraph (c). Gill nets must not exceed sixty (60) feet in length in any river and one hundred (100) feet in length in any lake, where fishing is authorized by this licence. Fishing is not permitted in any tributary streams or in waters shallower than fifteen (15) feet off the mouth of the above noted waters.

(f) Number of Fishing Gear/ Type per designated person:

One gill net only is permitted per designated person fishing.

(g) Maximum Number of Fishing Gear/ Type at Any One Time:

One gill net only is permitted to be used at any one time by a designated person.

(h) Gear Marking:

All nets must be marked with a float, attached to one end thereof, bearing the name of the person fishing and her or his designation card number.

CERTIFIED TRUE COPY

## (i) Record Keeping and Catch Monitoring:

Each First Nation referred to in paragraph (c) will monitor the fishing in the locations where persons designated by it are permitted to fish and will send the information weekly to the DFO office in Prince George. The First Nations will provide DFO with net counts and catch information on the first Monday following any fishing under this licence. This will include total numbers of nets used in fishing, total hours fished and total catches by species.

CERTIFIED TRUE COPY  
7/11/07

## APPENDIX 2 TO SCHEDULE B-1

1. Aboriginal Fisheries Catch Monitors, 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 Catch Monitors 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.

**CERTIFIED TRUE COPY**

SCHEDULE D-1

Access to Salmon Excess to Spawning Requirements

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

*T. Miller*  
CERTIFIED TRUE COPY

SCHEDULE E-1

Aboriginal Fisheries Officer

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

CERTIFIED TRUE COPY

*blid*

**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.]

*TH* CERTIFIED TRUE COPY

## Schedule H-1

## Monetary Assistance

Definitions

## 1. In this Schedule,

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

"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);

"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 FIVE HUNDRED AND TEN THOUSAND DOLLARS (\$ 510,000.00) during the Fiscal Year 1994 -1995 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. The FIVE HUNDRED AND TEN THOUSAND DOLLARS (\$ 510,000.00) is in addition to the amount of up to \$ 90,000.00 that DFO may contribute to the Aboriginal Organization pursuant to the contribution agreement signed by the Parties to the Agreement on or about May 25th, 1994.

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; and
- (c) liaise with DFO with respect to the Project on behalf of the First Nations.
- (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 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, 1994, 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, 1994 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

- 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.
- 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 FOUR HUNDRED FIFTY-NINE THOUSAND DOLLARS (\$ 459,000.00).

### 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,
  - (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 FIVE HUNDRED TEN THOUSAND DOLLARS (\$ 510,000.00).
- 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, 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

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.

#### 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 April 1, 1994.

## 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; and

(c) costs incurred in carrying out any audits required by DFO.

## 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:

<u>DESCRIPTION OF ACTIVITY</u>	<u>ESTIMATED EXPENDITURE</u>
1. Negotiation of Fisheries Management	\$ <u>71,250.00</u>

The activities associated with negotiation of Fisheries Management may include:

- (a) negotiation administrative support
- (b) negotiation technical support
- (c) negotiations positions development
- (d) education/awareness programs
- (e) community meetings
- (f) watershed planning meetings

2. Management of Aboriginal Fishing	\$ <u>173,250.00</u>
-------------------------------------	----------------------

First Nations will work cooperatively with DFO staff to carry out a technically sound field program. Activities associated with the fisheries management strategy include:

(a) Native Fisheries Harvest Monitoring

Management of Aboriginal Fishing in the Area will focus on issuing Fishing Designation Cards, record keeping and catch monitoring. In addition, Takla Lake Indian Band will monitor First Nation catches in the upper Skeena River watershed and report the catches to the DFO office in Prince George.

(b) Downstream Fry Monitoring

First Nations will jointly participate with DFO management biology staff in monitoring downstream sockeye salmon fry migrations at Nadina River, Stellako River and select streams tributary to Middle River to assess the overwintering survival rates for sockeye salmon.

(c) Escapement Monitoring (adult spawner enumeration)

Integrated with DFO's escapement monitoring program, First Nation's employees will:

- (i) Monitor sockeye salmon escapement for early and late Stuart, Stellako, and Nadina River stocks as well as chinook salmon escapement for Endako and Stuart River stocks.
- (ii) Operate a sockeye salmon escapement monitoring fence as a pilot project on the Stellako River, including the removal of the fence if it is found to be detrimental to fish stocks. Decisions on the fence operation will be discussed through the Joint Technical Advisory Committee referred to in Schedule J.

CERTIFIED TRUE COPY  
HILL

**(d) Fisheries Research**

Participate in and support the "Fish/Forestry" research project at Middle River. Provide a fisheries technical trainee to work with DFO scientific staff on various aspects of fisheries management research programs such as bedload movement and gravel sampling studies.

**(e) Fisheries Enforcement**

Enforcement activities will be limited to observe, record and report activities to the appropriate fisheries authorities.

**3. Habitat Restoration****\$ 188,250.00**

Habitat management work will include the following assessment and monitoring programs:

**(a) Nadina River fish habitat assessment**

Complete stream inventory assessment cards for the Nadina River, adult chinook salmon and sockeye salmon escapement estimates (outside the Nadina spawning channel) and a technical report for use in habitat management planning and protection programs.

**(b) Endako River/Shovel Creek habitat assessment**

Complete stream inventory assessment cards for the Endako River and Shovel Creek, adult chinook salmon and sockeye salmon escapement estimates and a technical report for use in habitat management planning and protection programs.

**(c) Forest Road/Stream Crossing Record Keeping**

Create a database of all forestry roads using the Ministry of Forests road numbering system, including information on who is responsible for road construction and maintenance, stream crossing (including type of crossing and location), and a record of maintenance requirements and actions. Obtain the support of the various interests that could use the system and contribute to developing and maintaining the system, including the provincial Ministry of Forests, the provincial Ministry of Environment, DFO and forest companies. Explore opportunities to link this to a GIS system and a hard copy library with photocopies.

**(d) Preliminary Assessment Work on Ormond Creek and Nancut Creek**

Do a follow up assessment of Ormond Creek to determine the feasibility of reintroducing sockeye salmon and chinook salmon into this system. Explore opportunities in Nancut Creek for sockeye salmon enhancement and conduct a preliminary assessment of fish passage problems related to beaver dams with recommendations for follow up action.

**(e) Water Temperature monitoring program**

Develop and implement a monitoring program using data loggers.

**(f) Flow Control Assessment - Nautley River**

Determine the impact on water levels in Fraser Lake associated with the deteriorating rock weir on the Nautley River and develop options for improving water levels in Fraser Lake.

## (g) Owen Creek Project (Skeena River Watershed)

Conduct habitat improvement projects including culvert replacement, debris removal and beaver control.

## (h) Endako River Flow Gauge

Monitor water and fish habitat conditions in this stream, including installation of a flow gauge near Burns Lake (at the upper end of this river) as a means of investigating declining fish production.

## 4. Fish Enhancement

\$ Nil

Enhancement activities include:

- (a) Use a chinook salmon hatchery at Stuart Lake, operated by the Nak'azdli Band, to train First Nations people in hatchery operations and to enhance the Stuart River chinook salmon stock. This project produces approximately 100,000 chinook fry annually and is funded separately by the DFO Salmon Enhancement Community Economic Development Program.

## (b) Nadina River Spawning Channel

A First Nation fisheries trainee will work with DFO staff at the Nadina spawning channel assisting with the spring fry migration program and in the fall doing sockeye salmon enumeration and the funding is included under subsection 5 of this Appendix 2 to Schedule H-1.

## 5. Training

\$ 167,250.00

Training will include the following:

- (a) Field Training: First Nations fisheries technical trainees will participate in the following fisheries management, habitat management and fish enhancement projects provided by DFO staff, CSTC biological staff and consultants:
- (i) Three First Nations fisheries technical trainees will be trained to do basic stream habitat assessment.
  - (ii) Training in basic escapement monitoring techniques such as mark and recapture, fence operations and dead pitches.
  - (iii) Training in the use of data loggers purchased by the Aboriginal organization and maintenance of a number of data loggers DFO is currently operating in the Nechako/Stuart watersheds.
  - (iv) Training in fish hatchery operations to be conducted at the chinook salmon hatchery at Stuart Lake currently operated by the Nak'azdli Band and designed to enhance the Stuart River chinook salmon stock.
  - (v) Training at the Nadina spawning channel to include assisting with the spring fry migration program and in the fall doing sockeye salmon enumeration.
- (b) Classroom training: Basic, introductory level courses covering various aspect of fisheries management.

- (c) Educational development: Develop a one year certificate program with the College of New Caledonia in Prince George designed to accommodate First Nation's students, with up to 65% of the courses having accreditation status that can be used to obtain a two year resource related diploma. Negotiations will continue with the College of New Caledonia to provide accredited courses from a two year resource diploma to be transferable towards a degree at the new University of Northern British Columbia, in Prince George. (Funding for First Nations students attending the one year certificate course, two year diploma or university will be obtained from sources outside the contribution agreement.)
- (d) Preparation for an Aboriginal Fisheries Officer program where two person nominated by the Aboriginal Organization are expected to be sent a DFO Phase 1 Guardian Training course.

## Appendix 3 to Schedule H-1

## Cash Flow Projection

for Fiscal Year 1994 to 1995

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.

CERTIFIED TRUE COPY

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					

CERTIFIED TRUE COPY

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

CERTIFIED TRUE COPY  
*T. Smith*

**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 Catch Monitors  Other			
NON-ABORIGINAL: Aboriginal Fisheries Catch Monitors  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, MTHS)
ABORIGINAL FISHERIES CATCH MONITOR			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
<b>TOTAL</b>			

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

	DESCRIPTION	COST (\$)
1		
2		
3		
4		
<b>TOTAL</b>		

**CERTIFIED TRUE COPY**

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

Source	Amount	Purpose	Projected 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.]

 CERTIFIED TRUE COPY

## SCHEDULE J

## Joint Technical Advisory Committee

1. The Aboriginal Organization will review, with DFO, fisheries activities to be carried out by the First Nations 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.
- 2.(1) The Joint Technical Advisory Committee will consist of:
  - (a) three members appointed by the Aboriginal Organization; and
  - (b) three 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 shall meet on the request of either Party.
- 2.(6) The Joint Technical Advisory Committee will meet as required by the Participants.
- 2.(7) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.
3. In this Schedule, "Committee" means the Joint Technical Advisory Committee established by 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: Carrier Sekani Tribal Council for and on behalf of the First Nations which it represents (Aboriginal Organization)

---

FISHERIES AGREEMENT

---