

**[AGREEMENT TITLE]**

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Ratification date to be entered by DFO)

BETWEEN

**[LEGAL NAME OF RECIPIENT]** (hereinafter called  
“**[Organization/Recipient]**”)

OF THE FIRST PART

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented  
by the Minister of Fisheries and Oceans (hereinafter called “DFO”)

OF THE SECOND PART

WHEREAS existing Aboriginal and treaty rights are recognized and affirmed in section 35(1) of the Constitution Act, 1982;

**[AAROM]** AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to collaborate in aquatic resource and oceans management;

**[AFS]** AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to provide for the orderly management of the fisheries and the involvement of the **[Organization/Recipient]** in the conservation, management, protection and enhancement of aquatic and fisheries resources and supporting habitats;

**[AFSAR]** AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to participate in the protection and recovery of aquatic species at risk;

**[AICFI and PICFI]** AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to **[insert applicable text]**;

**[AIHP]** AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to develop the capacity of the **[Organization/Recipient]** to collaborate in fisheries habitat management activities;

AND WHEREAS the Parties are both interested in the conservation, protection and management of aquatic resources;

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

**[when Schedule A or Schedule B attached]** AND WHEREAS DFO is committed to providing access to fisheries resources for the **[Organization/Recipient]**;

AND WHEREAS DFO agrees to contribute funding to the **[Organization/Recipient]** to support the **[Organization/Recipient]** in carrying out the Activities in accordance with the terms and conditions of this Agreement;

[AFS] AND WHEREAS DFO is providing funding to the [Organization/Recipient] to support the involvement of the [Organization/Recipient] in the orderly management, protection and enhancement of aquatic and fisheries resources and supporting habitats;

NOW THEREFORE the Parties agree as follows:

## 1. Purpose

1.1. The purpose of this Agreement is to:

- (a) [AAROM] collaborate in aquatic resource and oceans management; and
- (b) [AFS when using a lettered Schedule] provide for the orderly management of the fisheries and the involvement of the [Organization/Recipient] in the management, protection and enhancement of aquatic and fisheries resources; and
- (c) [AFS when not using a lettered Schedule] provide for the involvement of the [Organization/Recipient] in the management, protection and enhancement of aquatic and fisheries resources; and
- (d) [AFSAR] participate in the protection and recovery of aquatic species at risk; and
- (e) [AICFI and PICFI] [insert applicable text]; and
- (f) [AIHP] develop the capacity of the [Organization/Recipient] to collaborate in fisheries habitat management activities; and
- (g) [when Schedule A or Schedule B are not attached] set out the arrangements by which DFO will contribute funding to the [Organization/Recipient] to support the [Organization/Recipient] in carrying out the Activities.
- (h) [when Schedule A or Schedule B are attached] set out the arrangements by which DFO will provide access to fisheries resources for the [Organization/Recipient], in addition to contributing funding to the [Organization/Recipient] to support the [Organization/Recipient] in carrying out the Activities.

## 2. Interpretation

2.1. The Parties agree that this Agreement:

- (a) does not, and is not intended to, define or extinguish any Aboriginal or treaty rights and is not evidence of the nature or extent of any Aboriginal or treaty rights;
- (b) is made without prejudice to the positions taken by either Party with respect to Aboriginal or treaty rights;
- (c) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
- (d) does not affect any Aboriginal or treaty rights of any other Aboriginal group.

## 3. Schedules

3.1. The following Schedules form part of the Agreement:

Schedule 1	Definitions	Page 8
Schedule 2	General Terms and Conditions	Page 11

Schedule 3	Financial Management, Payments and Reporting	Page 16
Schedule 4	Description of Eligible Costs for Reimbursement	Page 22
Schedule 5	Activities	Page 24
Schedule 6	Cash Flow Projection of Eligible Costs	Page 29
Schedule 7	Progress Report / Year End Report	Page 30
[AFS - optional] Schedule A	Food, Social and Ceremonial (FSC) Fishery	Page 35
[AFS, AAROM, PICFI - optional] Schedule B	Communal Commercial Fisheries Access	Page 39
[AFS, AAROM - optional] Schedule C	Aboriginal Fishery Guardians	Page 43
[AFS/AAROM Pacific – when Schedule C attached - optional] Schedule D	Monitoring and Enforcement Protocol	Page 46

#### 4. Roles and Responsibilities

- 4.1. The Parties agree to comply with all the terms and conditions set out in this Agreement and will work together in good faith to implement this Agreement and carry out all its obligations.

#### 5. [when Schedule A or Schedule B attached] Fisheries Access

- 5.1. [when Schedule A attached] As part of this Agreement, Schedule A includes provisions for food, social and ceremonial fisheries and the issuance of Communal Licences to provide for these fisheries.
- 5.2. [when Schedule B attached; revise as necessary] As part of this Agreement, Schedule B includes provisions for access to and management of communal commercial fisheries [issued under [program name]].

#### 6. Contribution Amount

- 6.1. [Option 1 – when “hereinafter called “Organization””] The Organization will act as recipient and administrator of the Contribution.
- 6.2. [Option 2 – when “hereinafter called “Recipient””] The Recipient will act as administrator of the Contribution.
- 6.3. [revise as appropriate] DFO will contribute to the [Organization/Recipient] an amount of up to [total contribution amount] dollars (\$[numeric total contribution amount]) in [each of] Fiscal Year[s] 20[ ]-20[ ] [and 20[ ]-20[ ]] on the condition that these funds will be used in accordance with the terms and conditions of this Agreement.
- 6.4. [AFS BC - SC, LF & NC, when Schedule B attached] In addition to the Contribution amount to be contributed by DFO, the [Organization/Recipient] will contribute funding of [amount] dollars (\$[0.00]) in Fiscal Year 20[ ], which results from commercial

opportunities described in Schedule B.

- 6.5. [AFS BC - SC, LF & NC, when Schedule B attached] Where the Parties agree, any amount of money that DFO contributes under this Agreement to help finance the Activities will decrease if economic opportunities under the Allocation Transfer Program are provided.

## 7. Effect and Duration

- 7.1. [delete for AFS] This Agreement will come into effect on execution by both Parties, and unless terminated earlier in accordance with section 10, will terminate on [date].

- 7.2. [AFS] This Agreement will come into effect on execution by both Parties, and unless terminated earlier in accordance with section 10, will terminate on [date] or on the date that this Agreement is replaced by a treaty, whichever is earlier.

## 8. Amendment

- 8.1. The Parties may amend this Agreement at any time for any reason, but such amendment will have no force or effect unless made in writing and signed by both Parties.

## 9. Survival

- 9.1. [single FN] The obligations of the [Organization/Recipient] under sections 3 and 12 and subsections 8.1 and 8.3 of Schedule 2, and under sections 1.5, 1.6 and 3.3 and subsections 2.5.1 and 2.5.2 of Schedule 3 will survive the expiry or termination of this Agreement.

- 9.2. [aggregate] The obligations of the [Organization/Recipient] under sections 3 and 12 and subsections 8.1 and 8.2 of Schedule 2, and under sections 1.5, 1.6 and 3.3 and subsections 2.5.1 and 2.5.2 of Schedule 3 will survive the expiry or termination of this Agreement.

## 10. Termination

- 10.1. This Agreement may be terminated by either Party with ten (10) days notice in writing given to the other Party.
- 10.2. Notwithstanding subsection 10.1, this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 10.3. This Agreement may be terminated where it is replaced by a treaty or comprehensive claim arrangement.

## 11. Notices and Representatives

- 11.1. Where any information or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail, electronic mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at:

To [Organization/Recipient]:

[Legal Name of Recipient]

[Recipient address]

Attention: [name]

Telephone: [telephone number]

Facsimile: [telephone number]

Email: [e-mail address]

To DFO:

Fisheries and Oceans Canada

[DFO address]

Attention: [appropriate DFO representative]

Telephone: [telephone number]

Facsimile: [telephone number]

Email: [e-mail address]

- 11.2. A notice or communication will be deemed to have been received:
- (a) the following business day if sent by facsimile or delivered in person;
  - (b) three (3) business days after sending if sent by e-mail;
  - (c) five (5) business days after the posting if sent by regular mail; or
  - (d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.
- 11.3. A Party may change its representative and contact information by giving written notice of the change to the other Party.
- 11.4. [aggregate] The [Organization/Recipient] will notify DFO when it is no longer acting for or on behalf of a Member Organization by sending a notice, in writing, to that effect to DFO. Notwithstanding subsection 10.1, where DFO receives such a notice, DFO and the [Organization/Recipient] will discuss the matter and, depending on the outcome of the discussion, the Parties may amend this Agreement.
- 11.5. [aggregate - optional] When a Member Organization gives notice, in writing, to DFO that the [Organization/Recipient] no longer acts for or on its behalf, DFO will discuss the matter with the [Organization/Recipient] and the Member Organization giving notice. Notwithstanding subsection 10.1, depending on the outcome of the discussion, the Parties may amend this Agreement.

## 12. Ratification

- 12.1. [single FN; when not using a lettered Schedule] The [Organization/Recipient] warrants that the representative[s] who execute[s] this Agreement on behalf of the [Organization/Recipient] [has / have] authority to bind the [Organization/Recipient] for the purposes of this Agreement.
- 12.2. [aggregate; when not using a lettered Schedule] The [Organization/Recipient] warrants that the representative[s] who execute[s] this Agreement on behalf of the [Organization/Recipient] [has / have] authority to bind the [Organization/Recipient] and Member Organizations for the purposes of this Agreement.
- 12.3. [single FN; when using a lettered Schedule] The [Organization/Recipient] warrants that the representative[s] who execute[s] this Agreement on behalf of the [Organization/Recipient] [has / have] authority to bind the [Organization/Recipient] and Members for the purposes of this Agreement.
- 12.4. [aggregate; when using a lettered Schedule] The [Organization/Recipient] warrants that the representative[s] who execute[s] this Agreement on behalf of the [Organization/Recipient] [has / have] authority to bind the [Organization/Recipient] and Members and Member Organizations for the purposes of this Agreement.

- 12.5. The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of, and to bind, DFO.
- 12.6. Execution of this Agreement by the representative(s) referred to in subsections [ 12.1 / 12.2 / 12.3 / 12.4 ] and 12.5 constitutes ratification of this Agreement by the [Organization/Recipient] and DFO.
- 12.7. [incorporated]The [Organization/Recipient] warrants that it is a [corporation / society] duly incorporated and in good standing under the applicable laws of Canada or of a province or a territory of Canada, as the case may be, and will remain in good standing under those laws at all times during the term of this Agreement.
- 12.8. [aggregate]The [Organization/Recipient] will inform any Member Organizations and Members of the contents of this Agreement and will provide them with a copy of this Agreement upon request.
- 12.9. [single FN]The [Organization/Recipient] will inform Members of the contents of this Agreement and will provide them with a copy of this Agreement upon request.

### 13. Execution and Counterparts

- 13.1. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- 13.2. This Agreement may be signed in whole or in part by way of facsimile transmission or by e-mail delivery of a PDF format data file and the Parties agree to accept and rely upon such facsimile or PDF signature as if it contained original signatures and such facsimile or PDF signature will have the same force and effect as an original document.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written at the beginning of this Agreement.

[LEGAL NAME OF RECIPIENT] by its duly authorized representative[s]

[add signature blocks as needed]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
[Name]  
[Title]

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as  
represented by the Minister of Fisheries and Oceans

Witness

\_\_\_\_\_  
(Print name)

[Name]

[Title]

[Name of region, where applicable]

Fisheries and Oceans Canada

Version 1.1

## SCHEDULE 1

### DEFINITIONS

In this Agreement:

[when Schedule C or Schedule D attached] **“Aboriginal Fishery Guardian”** means an individual employed by the [Organization/Recipient] who is designated by the Minister as described in Schedule C;

**“Activity”** or **“Activities”** means an activity or activities carried out by the [Organization/Recipient] set out in the annual Activities table in section 3 of Schedule 5;

**“Agreement”** means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

**“Balance”** means an amount equal to the total amount of Contribution received by the [Organization/Recipient] from DFO under this Agreement, less the total amount paid or payable by the [Organization/Recipient] toward Eligible Costs at the relevant date;

[when Schedule C or Schedule D attached] **“C&P”** means the Conservation and Protection sector of DFO;

**“Capital Acquisition”** means a tangible asset that is purchased, constructed, developed or otherwise acquired by the [Organization/Recipient] with the Contribution, at a price of five hundred dollars (\$500.00) or more exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or other taxes, having a useful life extending beyond one Fiscal Year and is intended to be used for the purpose of carrying out the Activities;

[when Schedule B or Schedule D attached] **“Communal Commercial Licence”** means any communal commercial Fishing licence referred to in Schedule B;

[when Schedule A attached] **“Communal Licence”** means any communal Fishing licence referred to in Schedule A;

**“Contractual Arrangement”** means a binding agreement, financial or otherwise, between two or more parties including any contract, long-term obligation, loan or capital lease;

**“Contribution”** means the conditional funding that DFO will provide to the [Organization/Recipient] up to the amount referred to in subsection 6.3 of this Agreement;

[Pacific – when Schedule B attached] **“Contribution for Use”** means an amount, equivalent to the annual fee required by DFO for renewal of a commercial Fishing licence for the same species or licence category, that the [Organization/Recipient] will contribute for the use of a Communal Commercial Licence or portion of quota set out in section 7 of Schedule B;

[Pacific – when Schedule B attached] **“Contribution to Activities”** means the amount of funds, set annually by DFO for a Communal Commercial Licence or portion of quota, that the [Organization/Recipient] will contribute toward the cost of the Activities;

**“Eligible Costs”** means the categories of costs described in Schedule 4 of this Agreement or otherwise approved by DFO that are incurred by and are paid or payable by the [Organization/Recipient] during a Fiscal Year in carrying out the Activities, but does not include any Goods and Services Tax (GST) or Harmonized Sales Tax (HST) paid in relation to those costs for which the [Organization/Recipient] may claim reimbursement or exemption;

**“Fiscal Year”** means the one year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

“**Fish**” includes:

- (a) parts of fish,
- (b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals, and
- (c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals,

as defined in the *Fisheries Act*;

“**Fishing**” means fishing for, catching or attempting to catch Fish by any method, as defined under the *Fisheries Act*;

[when Schedule A or Schedule B attached] “**Fishery Enforcement Officer**” means an individual designated as a fishery officer or fishery guardian under section 5 of the *Fisheries Act* and may include a fishery officer, Aboriginal fishery officer, RCMP officer, conservation officer and an Aboriginal Fishery Guardian;

[single FN - when Schedule A attached; delete for Nfld] “**FSC Fishery**” means fisheries for food, social and ceremonial purposes carried out by the [Organization/Recipient] or its Members;

[aggregate - when Schedule A attached; delete for Nfld] “**FSC Fishery**” means the fisheries for food, social and ceremonial purposes carried out by the [Organization/Recipient], its Member Organizations or its Members;

“**Intellectual Property**” means all rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all intellectual creations legally protected through legislation or subject to protection under the law as trade secrets and confidential information;

[single FN] “**Member**” means an individual who is a member of the [Organization/Recipient];

[aggregate] “**Member**” means an individual who is a member of the [Organization/Recipient] or a member of a Member Organization;

[aggregate] “**Member Organization**” means one of the Member Organizations;

[aggregate] “**Member Organizations**” means, for the purposes of this Agreement, the following organizations:

- (a) [list];

[when Schedule C or Schedule D attached] “**Minister**” means the Minister of Fisheries and Oceans, and any departmental official authorized to act on behalf of the Minister;

“**Parties**” means the [Organization/Recipient] and DFO and “**Party**” means either one of them;

“**Progress Report**” means a report on the progress of the [Organization/Recipient] in carrying out the Activities during the reporting period to be provided by the [Organization/Recipient] in accordance with section 3.2 of Schedule 3;

[Pacific - AFS] “**RDG**” means the Regional Director General of DFO for Pacific Region;

“**Recipient Audit**” means an independent assessment to provide assurance on the [Organization/Recipient]’s compliance with this Agreement;

“**Unexpended Funding**” means the amount by which the Contribution paid or payable to the [Organization/Recipient] exceeds actual costs incurred to complete the Activities in any Fiscal

Year covered by this Agreement; and

**“Year End Report”** means a report on the results of the Activities carried out by the [Organization/Recipient] during the Fiscal Year to be provided by the [Organization/Recipient] in accordance with section 3.3 of Schedule 3.

Version 1.1

## SCHEDULE 2

### GENERAL TERMS AND CONDITIONS

#### 1. Service Standards

- 1.1. DFO will administer this Agreement in accordance with its service standards.

#### 2. Evaluation

- 2.1. DFO and the [Organization/Recipient] may conduct a joint evaluation of the implementation of this Agreement and, when appropriate, DFO may undertake other evaluation procedures.
- 2.2. Following evaluation, this Agreement may be amended in accordance with section 8 of this Agreement or terminated in accordance with section 10 of this Agreement.

#### 3. Confidentiality

- 3.1. Subject to subsections 3.2 and 3.3 of this Schedule, DFO will respect the confidentiality of any information provided by the [Organization/Recipient] to, or shared with, DFO in confidence.
- 3.2. Any information provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act* and the *Privacy Act*.
- 3.3. The [Organization/Recipient] acknowledges and agrees that its name, the amount of the Contribution and the general nature of the Activities supported by this Agreement may be made publicly available by Her Majesty the Queen in right of Canada.

#### 4. Intellectual Property [and Aboriginal Traditional Knowledge]

- 4.1. DFO and the [Organization/Recipient] may negotiate the terms by which Intellectual Property [and Aboriginal traditional knowledge] that is created, gathered or organized by the [Organization/Recipient] in carrying out the Activities may be shared.
- 4.2. [single FN] Any Intellectual Property [and Aboriginal traditional knowledge] that is created, gathered or organized by the [Organization/Recipient] or its Members in carrying out the Activities under this Agreement will be owned by the [Organization/Recipient] or its Members, as required or appropriate under any agreement between the [Organization/Recipient] and its Members.
- 4.3. [aggregate] Any Intellectual Property [and Aboriginal traditional knowledge] that is created, gathered or organized by the [Organization/Recipient], its Members or Member Organizations in carrying out the Activities under this Agreement will be owned by the [Organization/Recipient], its Members or Member Organizations, as required or appropriate under any agreement between the [Organization/Recipient] and its Members or Member Organizations.
- 4.4. [single FN] Her Majesty the Queen in right of Canada retains the right to obtain and utilize with the permission of the [Organization/Recipient], and without cost, the Intellectual Property [and Aboriginal traditional knowledge] identified in subsection 4.2 of this Schedule, under the terms negotiated in subsection 4.1 of this Schedule.
- 4.5. [aggregate] Her Majesty the Queen in right of Canada retains the right to obtain and utilize with the permission of the [Organization/Recipient], and without cost, the Intellectual Property [and Aboriginal traditional knowledge] identified in subsection 4.3 of this Schedule, under the terms negotiated in subsection 4.1 of this Schedule.

4.6. [single FN] In respect of Intellectual Property [and Aboriginal traditional knowledge] that the [Organization/Recipient] does not own, the [Organization/Recipient] warrants that it will secure from its Members, as appropriate, the rights it requires to meet its obligations under subsection 4.1 of this Schedule.

4.7. [aggregate] In respect of Intellectual Property [and Aboriginal traditional knowledge] that the [Organization/Recipient] does not own, the [Organization/Recipient] warrants that it will secure from its Members or Member Organizations, as appropriate, the rights it requires to meet its obligations under subsection 4.1 of this Schedule.

## 5. No Employee Relationship, Agency Relationship or Assignment

5.1. Nothing in this Agreement, nor any acts of the [Organization/Recipient] or of DFO creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the [Organization/Recipient] and Her Majesty the Queen in right of Canada.

5.2. Neither Party will at any time hold itself out as acting as an agent of the other Party.

5.3. [when section 1.7 of Schedule 3 (distribution of funds) is not used] The [Organization/Recipient] will not assign this Agreement or any part of it.

5.4. [when section 1.7 of Schedule 3 (distribution of funds) is used] Notwithstanding section 1.7 of Schedule 3, the [Organization/Recipient] will not assign this Agreement or any part of it.

## 6. Conflict of Interest

6.1. No member of the House of Commons or the Senate will be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.

6.2. No individual, for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with such legislation and codes. The [Organization/Recipient] will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

## 7. Lobbyist Registration

7.1. The [Organization/Recipient] will ensure that any individual lobbying on its behalf is in compliance with the *Lobbying Act*.

## 8. Indemnification and Insurance

8.1. Where the [Organization/Recipient] enters into a Contractual Arrangement in relation to the Activities, the [Organization/Recipient] assumes all responsibility, liability and risk arising out of, or related to, either directly or indirectly, the Contractual Arrangement. DFO, in reviewing any Contractual Arrangement entered into by the [Organization/Recipient] is not making any representations to the [Organization/Recipient] or any third party nor assuming any responsibility for the Contractual Arrangement. The [Organization/Recipient] remains entirely responsible for any Contractual Arrangement entered into by it in relation to the Activities and the [Organization/Recipient] will have no claim on Her Majesty the Queen in right of Canada related to such Contractual Arrangement.

8.2. [aggregate] The [Organization/Recipient] will 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 [Organization/Recipient], any Member Organization, any Member, any officer, employee, agent or contractor of the [Organization/Recipient] or Member Organization, or anyone for whom the [Organization/Recipient] or Member Organization is responsible in law, or any or all of them, in carrying out this Agreement or any part of it.

- 8.3. [single FN] The [Organization/Recipient] will 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 [Organization/Recipient], any Member, any officer, employee, agent or contractor of the [Organization/Recipient], or anyone for whom it is responsible in law, or any or all of them, in carrying out this Agreement or any part of it.
- 8.4. [aggregate] The [Organization/Recipient] will purchase, provide and maintain insurance, including third-party liability insurance, suitable to its own requirements and to the Activities carried out by the [Organization/Recipient], any Member Organization or anyone for whom the [Organization/Recipient] or any Member Organization is responsible for in law, including but not limited to any Member, officer, employee, agent or contractor of the [Organization/Recipient] under this Agreement. The [Organization/Recipient] and each Member Organization are responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs that are not specifically funded under this Agreement.
- 8.5. [single FN] The [Organization/Recipient] will purchase, provide and maintain insurance, including third-party liability insurance, suitable to its own requirements and to the Activities carried out by the [Organization/Recipient], or anyone for whom it is responsible in law, including but not limited to any Member, officer, employee, agent or contractor of the [Organization/Recipient], under this Agreement. The [Organization/Recipient] is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs that are not specifically funded under this Agreement.

## 9. Acts and Regulations

- 9.1. Where any of the Activities requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO will fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any payments in relation to the applicable Activities can be made under this Agreement.
- 9.2. Nothing in this Agreement affects any applicable federal requirement under the *Canadian Environmental Assessment Act*.
- 9.3. Where the [Organization/Recipient] carries out Activities under this Agreement, the [Organization/Recipient] will comply with the *Fisheries Act* and regulations and will ensure that any authorizations required under subsection 35(2) of the *Fisheries Act*, and any other authorization required by law, are obtained prior to the commencement of any Activities. The [Organization/Recipient] will also ensure that the Activities are conducted in accordance with those authorizations.
- 9.4. 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.
- 9.5. Nothing in this Agreement affects any applicable federal requirement under the *Species at Risk Act*.

## 10. Official Languages

- 10.1. The [Organization/Recipient] will respect the spirit and the intent of the *Official Languages Act* when serving the public through the Activities. Linguistic requirements may apply to the Activities depending on the specificity of the regions, locations and/or targeted audiences of the Activities. The [Organization/Recipient], in consultation with DFO, will determine the linguistic obligations resulting from the services provided to the public based on the linguistic composition of the targeted public.

## 11. Public Acknowledgement and Communications

- 11.1. Subject to subsection 11.2 of this Schedule, the [Organization/Recipient] may publicly acknowledge the Contribution provided by DFO under this Agreement in any publication, other media or public information release with respect to the Activities.
- 11.2. Any reproduction of a corporate symbol of the Government of Canada that is used in an acknowledgement by the [Organization/Recipient] under subsection 11.1 of this Schedule, will be in a manner satisfactory to the Minister. The [Organization/Recipient] will submit the publication, media or public information release, as applicable, to the DFO representative identified in the Notices and Representatives section of this Agreement for approval at least two (2) weeks before printing or publication.

## 12. Issue Resolution

- 12.1. [Delete for Pacific-AFS] If any issue arises under this Agreement, the Parties will attempt to resolve the issue in a collaborative and informal manner.
- 12.2. [Delete for Pacific-AFS] Where an issue remains unresolved, the Parties may develop and implement a mutually agreed-to issue resolution process to resolve the issue.
- 12.3. [Pacific-AFS] If any issue arises under this Agreement that is not readily resolved by the Parties, the immediate supervisor of the representative from the Party raising the issue will provide a written description of the issue to the immediate supervisor of the representative of the other Party. The supervisors will attempt, in a timely manner, to resolve the issue.
- 12.4. [Pacific-AFS] If the issue remains unresolved, DFO's local area Resource Manager, Assistant Resource Manager or other staff member responsible for implementation of this Agreement, will be provided with the written description of the issue and will meet with the Party's field representatives to attempt to resolve the issue.
- 12.5. [Pacific-AFS] If the issue remains unresolved, and a Joint Technical Advisory Committee or an Implementation Committee exists, the Parties will arrange a meeting with the Committee and the local Aboriginal Affairs Advisor for the area, to attempt to resolve the issue.
- 12.6. [Pacific-AFS] If the issue remains unresolved, the local Aboriginal Affairs Advisor will discuss the matter with the responsible DFO managers and the DFO staff directly involved, and will arrange to meet with senior representatives of the [Organization/Recipient] to attempt to resolve the issue.
- 12.7. [Pacific-AFS] If the issue remains unresolved, the Parties may refer the matter, with written details, to the RDG for review. Representatives of the [Organization/Recipient] will have an opportunity to meet directly with the RDG to discuss the issue if they wish. On completion of the review, the RDG will notify the [Organization/Recipient] in writing of the RDG's decision and the reason(s) for the decision.
- 12.8. [Pacific-AFS] At any point prior to referring the issue to the RDG, the Parties may agree to seek the services of a mediator or facilitator to assist in resolving the issue. Costs for

the mediator or facilitator will be shared equally by the Parties.

- 12.9. [Pacific-AFS] After the Fishing season, the Parties may review any issues dealt with through this issue resolution process and document any recommendations for resolving similar issues in a more effective way. A Joint Technical Advisory Committee or Implementation Committee, if one exists, may be used to assist in this final step.

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## SCHEDULE 3

### FINANCIAL MANAGEMENT, PAYMENTS AND REPORTING

#### 1. Financial Management

##### 1.1. Appropriation

- 1.1.1. Any payment under this Agreement is subject to appropriations approved by Parliament, and payments will be terminated or reduced in the event that funds are not available in the Fiscal Year in which payment is to be made.

##### 1.2. Contribution

- 1.2.1. Any interest earned by the [Organization/Recipient] on the Contribution or any part of it will be used exclusively for paying Eligible Costs.
- 1.2.2. [for multi-year agreement, when original agreement will not contain an Annual Activities Table for each fiscal year of the agreement] This Agreement will be amended to add to Schedule 5 any tables and provisions related to the Activities negotiated by the Parties for [each of] Fiscal Year[s] [insert years].

##### 1.3. Stacking and Other Financial Assistance

- 1.3.1. DFO supports partnering arrangements under which Aboriginal organizations seek financial assistance from other funding sources. Under the stacking limit, however, funding for an Activity from all federal, provincial, territorial and municipal sources cannot exceed one hundred percent (100%) of the cost of that Activity. If funding is received from government or non-government sources for different items or activities than those described in Schedule 5, or, if those funds supplement DFO supported Activities, subsections 1.3.4(a) and 1.3.4(b) of this Schedule do not apply.
- 1.3.2. The [Organization/Recipient] agrees to inform DFO promptly in writing of any additional financial assistance received from other funding sources after the date on which this Agreement is signed for the Activities other than the financial assistance referred to in subsection 1.3.1 of this Schedule or subsection 6.3 of this Agreement.
- 1.3.3. The [Organization/Recipient] declares that any financial assistance with respect to the Activities that it has received or will be receiving from other sources, excluding the Contribution, is set out in Schedule 5.
- 1.3.4. If the [Organization/Recipient] is to receive, or receives, financial assistance from another funding source for the same item(s) to which DFO contributes for the Activities, then DFO will have the right to require an explanation of the use of the funds received and, subject to subsection 1.3.1, may:
- (a) reduce the Contribution by the amount of assistance for the same item(s); or
  - (b) require payment of an amount equal to the assistance for the same item(s) if the Contribution has already been paid, and upon receipt of notice to repay under this subsection the [Organization/Recipient] agrees to repay the amount to the Receiver General for Canada.

##### 1.4. Capital Acquisitions

- 1.4.1. Any Capital Acquisition will, once purchased under this Agreement, become the property of the [Organization/Recipient]. The Capital Acquisition will be appropriately maintained and stored so as to maximize its useful life. The [Organization/Recipient] will keep an inventory of all Capital Acquisitions made under this Agreement, upon

which each item will remain until it reaches the end of its useful life or is otherwise removed from the accounting records or books of the [Organization/Recipient]. The [Organization/Recipient] will, upon demand, permit DFO access to this inventory. Any additional restrictions on use and disposal will be set out in Schedule 5.

- 1.4.2. All Capital Acquisitions obtained under this Agreement will be considered in future negotiations between DFO and the [Organization/Recipient].

## 1.5. Records

- 1.5.1. The [Organization/Recipient] will:

- (a) maintain books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles; and
- (b) preserve the books, accounts, records and supporting documentation mentioned in subsection 1.5.1(a) of this Schedule together with reports and any other documents related to the Activities for a period of six (6) years following the end of this Agreement.

## 1.6. Audit

- 1.6.1. The [Organization/Recipient] will, on demand, permit any individual that DFO may designate, to audit, monitor, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in subsection 1.5.1(a) of this Schedule as DFO deems fit, and will provide all necessary access and assistance for the audits and examinations.
- 1.6.2. The [Organization/Recipient] will, on demand, permit DFO access to the premises and the books, accounts and records mentioned in subsection 1.5.1(a) of this Schedule to undertake a Recipient Audit to determine compliance with this Agreement.
- 1.6.3. Any discrepancies identified by an audit or examination will be promptly adjusted between the Parties in accordance with subsection 2.5.3 of this Schedule.
- 1.6.4. The [Organization/Recipient] will make any of the documentation mentioned in subsection 1.5.1(a) of this Schedule available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act*.

## 1.7. [for aggregate when funds will be further distributed] Distribution of Contribution Funds to Member Organizations

- 1.7.1. In the event that the [Organization/Recipient] will be distributing the Contribution funds to one or more Member Organizations, the [Organization/Recipient] remains responsible for ensuring that management of all funds is carried out in accordance with the terms of this Agreement.

## 2. Payments

### 2.1. [advances] Requirements Prior to Payments

- 2.1.1. To be eligible for an initial advance, the [Organization/Recipient] will provide to DFO, as soon as possible after this Agreement comes into effect and, where the Contribution is for more than one Fiscal Year, prior to the start of each subsequent Fiscal Year covered by this Agreement, a cash flow projection of Eligible Costs that the [Organization/Recipient] expects to incur during the Fiscal Year in the form set out in Schedule 6.

- 2.1.2. [if revised cash flow required for subsequent advance] To be eligible for subsequent advances, the [Organization/Recipient] will provide to DFO, in [list months] of each Fiscal Year covered by this Agreement, a revised cash flow projection of Eligible Costs that the Organization has incurred and expects to incur during the remainder of the Fiscal Year in the form set out in Schedule 6.
- 2.1.3. If the total Contribution amount is amended for any Fiscal Year covered by this Agreement, the [Organization/Recipient] will provide to DFO a revised cash flow projection of Eligible Costs that the [Organization/Recipient] expects to incur during the Fiscal Year in the form set out in Schedule 6.

## 2.2. Payments under the Contribution Agreement

- 2.2.1. All payments are subject to:
- (a) [advances] a current cash flow projection of Eligible Costs being provided by the [Organization/Recipient], in accordance with section 2.1 of this Schedule, and approved by DFO;
  - (b) the holdback provision in section 2.4 of this Schedule; and
  - (c) completion of reporting requirements.
- 2.2.2. [advances] Notwithstanding subsection 2.2.1(a) of this Schedule, where this Agreement comes into effect after [date], reimbursement for Eligible Costs incurred between [date] and the date upon which this Agreement comes into effect requires the submission of a Progress Report covering that period from the [Organization/Recipient]. For greater certainty, an advance payment may not be issued for the period covered by this Agreement that precedes the date upon which this Agreement comes into effect.
- 2.2.3. [no advances] Subject to subsection 2.2.1 of this Schedule, payments will be made on a reimbursement of Eligible Costs basis.
- 2.2.4. [initial advance by %] Subject to subsection 2.2.1 of this Schedule, for each Fiscal Year covered by this Agreement DFO will provide to the [Organization/Recipient], upon its request, an initial advance payment of [amount] percent ([#]%) of the Contribution amount. For the final Fiscal Year of this Agreement, DFO will provide to the [Organization/Recipient], upon its written request, an initial advance payment of [amount] percent ([#]%) of the Contribution amount.
- 2.2.5. [initial advance by time period] Subject to subsection 2.2.1 of this Schedule, for each Fiscal Year covered by this Agreement DFO will provide to the [Organization/Recipient], upon its request, an initial advance payment for [a / an] [amount]-month period.
- 2.2.6. [subsequent advances by %] Subject to subsection 2.2.1 of this Schedule and DFO's approval of any Progress Reports required under section 3.2 of this Schedule, subsequent advance payments of [amount] percent ([#]%) of the Contribution will be made to the [Organization/Recipient] upon its request.
- 2.2.7. [subsequent advances by time period] Subject to subsection 2.2.1 of this Schedule and DFO's approval of any Progress Reports required under section 3.2 of this Schedule, subsequent [amount]-month advance payments will be made to the [Organization/Recipient] upon its request.
- 2.2.8. Where either a Progress Report or a revised cash flow projection of Eligible Costs indicates that the total payments for the reporting period exceed Eligible Costs claimed by the [Organization/Recipient], DFO will deduct the Balance from subsequent payments.

2.2.9. Where either a Progress Report or a revised cash flow projection of Eligible Costs indicates that the total Eligible Costs claimed by the [Organization/Recipient] for the reporting period exceed payments to the [Organization/Recipient], DFO will reimburse the difference to the [Organization/Recipient].

### 2.3. Annual Final Payment

2.3.1. Following approval of a Year End Report, DFO will pay to the [Organization/Recipient] the amount by which the [Organization/Recipient]'s total Eligible Costs as reported exceed all previous payments made by DFO under this Agreement for that Fiscal Year, up to the maximum Contribution amount for the Fiscal Year.

2.3.2. In no event will the annual total of all payments made by DFO under this Agreement exceed the Contribution amount for the Fiscal Year provided for in subsection 6.3 of this Agreement.

2.3.3. In no event will DFO make any further payments for the Fiscal Year following the annual final payment referred to in subsection 2.3.1 of this Schedule.

### 2.4. Holdback

2.4.1. [Conditional, Standard] For each Fiscal Year covered by this Agreement, a holdback of [amount] percent ([#]%) of the Contribution for the applicable Fiscal Year will apply.

2.4.2. [Enhanced 1 year] There is no holdback associated with this Agreement.

2.4.3. [Enhanced 2 to 5 year] For the last Fiscal Year of this Agreement, a holdback of [amount] percent ([#]%) of the Contribution for the last Fiscal Year will apply.

### 2.5. Unexpended Funding and Repayments

2.5.1. [delete the cross-reference(s) that do not apply] [Subject to 2.5.4 / 2.5.5 of this Schedule,] the [Organization/Recipient] will repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Eligible Costs within sixty (60) days of:

- (a) the end of each Fiscal Year covered by this Agreement;
- (b) the Activities being completed; or
- (c) the Agreement being terminated in accordance with the termination provisions of this Agreement.

2.5.2. The [Organization/Recipient] will repay to DFO, immediately upon written request by DFO, any funds paid to the [Organization/Recipient] for which DFO, at its sole discretion, determines that unsatisfactory evidence has been furnished by the [Organization/Recipient] that the funds have been spent in accordance with this Agreement.

2.5.3. Any amount that the [Organization/Recipient] is under obligation to repay will be a debt owing to Her Majesty the Queen in right of Canada and payable to the Receiver General for Canada. Any debt owing will accrue interest in accordance with the *Interest and Administrative Charges Regulations* until the full amount payable has been received.

2.5.4. [Enhanced 1 year] Subject to DFO's written approval on the planned use of Unexpended Funding, the [Organization/Recipient] may retain any Unexpended Funding that remains at the expiry of this Agreement provided that the obligations and objectives set out herein are met and the [Organization/Recipient] agrees to use this Unexpended Funding for purposes consistent with the program objectives or any other purpose agreed to by DFO.

2.5.5. [Enhanced 2 to 5 year] Subject to DFO's written approval on the planned use of Unexpended Funding and associated reporting requirements, the [Organization/Recipient] may retain any Unexpended Funding that remains at the end of a Fiscal Year for use in the next Fiscal Year to further achieve results towards the program objectives or to continue meeting the program objectives. The [Organization/Recipient] will repay to DFO any Unexpended Funding that remains at the expiry of this Agreement.

## 2.6. Withholding of Payments

2.6.1. Where a Progress Report or a Year End Report does not, in DFO's opinion, contain the necessary information to substantiate Eligible Costs incurred and Activities undertaken, DFO may, at its discretion, withhold any payment to be made to the [Organization/Recipient] pending receipt by DFO of the required information.

2.6.2. Where a Year End Report is not provided within the timeframe set out in subsection 3.3.1 of this Schedule, DFO [may, at its discretion, / will] withhold any payment to be made to the [Organization/Recipient] pending receipt by DFO of the report.

## 2.7. Debts Owning the Crown

2.7.1. The [Organization/Recipient] will promptly declare in writing any amount it owes to the Crown under any legislation or other funding agreement, and any such amount is a debt due and payable to Her Majesty the Queen in right of Canada and may thereafter be set off against any amount payable by DFO to the [Organization/Recipient].

## 3. Reporting

### 3.1. Reporting Requirements

3.1.1. The [Organization/Recipient] will provide to DFO the products/reports that are set out in Schedule 5 in the form set out in Schedule 7.

3.1.2. DFO may, at its discretion and upon its written request, require the [Organization/Recipient] to provide additional information on Activities or results to supplement Progress Reports and Year End Reports.

3.1.3. In the event that the [Organization/Recipient] determines that a product/report will not be completed, the [Organization/Recipient] will immediately notify DFO in writing. The [Organization/Recipient] and DFO will discuss appropriate action and this Agreement may be amended accordingly to reflect the agreement.

### 3.2. Progress Reports

3.2.1. [conditional >\$50K] The [Organization/Recipient] will submit a financial summary in the form set out in Section 1 of Schedule 7 following the first and third quarters of each Fiscal Year covered by this Agreement.

3.2.2. [mid-year & year end reporting on results] The [Organization/Recipient] will submit a Progress Report, in the form set out in Schedule 7, covering the period April 1 to September 30 in each Fiscal Year covered by this Agreement.

3.2.3. [year end reporting only] The [Organization/Recipient] may, at its discretion, submit a Progress Report at any time in the form set out in Schedule 7.

3.2.4. DFO may, at its discretion, require the [Organization/Recipient] to submit a Progress Report at any time in the form set out in Schedule 7.

### 3.3. Year End Reports

3.3.1. Within [number] (#) days following the end of each Fiscal Year covered by this Agreement, the [Organization/Recipient] will submit to DFO a Year End Report in the form set out in Schedule 7.

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## SCHEDULE 4

### DESCRIPTION OF ELIGIBLE COSTS FOR REIMBURSEMENT

This Schedule is intended to support the determination of Eligible Costs and is not intended to replace or modify the elements of the annual Activity table(s) in Schedule 5 or any cost breakdown included therein.

In the event of any conflict of interpretation arising out of this Schedule and the annual Activity table(s) in Schedule 5, the contents of the annual Activity table(s) in Schedule 5 will prevail.

[AFSAR, AICFI, AIHP, PICFI: delete any bullet that is not applicable; AAROM, AFS: delete bullets 2)a), 2)b) and 7)b) where not applicable. Where an entire Eligible Costs Category is deleted, tables in section 6 of Schedule 5 and Section 1 of Schedule 7 may need to be revised accordingly.]

- 1) Administration:
  - a) administrative expenses (e.g. phone, fax, internet, other utilities, bank fees, office supplies and materials)
  - b) GST or HST paid that is not eligible for reimbursement or exemption
  - c) bank interest fees if incurred where DFO is at fault
- 2) Commercial Fishing Access:
  - a) costs associated with the relinquishment of commercial Fishing licences or quota in support of the Activities
  - b) costs associated with in-season adjustments to licence conditions related to quota in support of the Activities
- 3) Communications:
  - a) meeting expenses (e.g. hall, rent, supplies, hospitality)
  - b) outreach materials (e.g. printing costs, web sites)
- 4) General Operating Expenses:
  - a) repair and maintenance of equipment, facilities, vessels and vehicles related to this Agreement
  - b) operating expenses for equipment, vessels and vehicles for non-commercial enterprises
- 5) Insurance:
  - a) insurance expenses related to Activities under this Agreement
- 6) Professional Services:
  - a) contracted and professional service costs other than travel or litigation costs
  - b) consultation costs
  - c) legal fees related to this Agreement (excluding litigation costs)
- 7) Property, Plant and Equipment:
  - a) purchase, lease or rental of equipment, supplies and materials
  - b) [ATP] purchase or lease of equipment and equipment upgrades, vessels and vessel upgrades, commercial licences, vehicles and/or Fishing gear in support of the Activities
  - c) purchase, lease, rental or construction of facilities (e.g. storage and mobile accommodation, but excluding rolling stock, wharfage and administrative buildings) in support of the Activities
  - d) construction of new vessels and/or gear

- 8) Rental of Space/Accommodations:
  - a) office lease or rent
- 9) Salaries, Wages and Related Costs:
  - a) human resource costs, including salaries and benefits (in-house)
- 10) Training:
  - a) training fees and expenses, including materials
- 11) Travel:
  - a) travel and related expenses for contracted professional service providers or other non-employees
  - b) travel and related expenses for employees

Costs other than those herein allowed are ineligible, unless specifically approved, in writing, by the individual in DFO with agreement signing authority.

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## SCHEDULE 5

### ACTIVITIES

**[optional][Title]**

**1. [optional]Overview**

1.1. **[insert text as applicable]**

**1.2. [optional; delete for 1-year agreement]Multi-year Work Plan**

1.2.1. The following work plan sets out the planned distribution of funding for the Activities to be undertaken during the term of this Agreement. The annual work plan will specify the Activities to be undertaken in each Fiscal Year covered by this Agreement.

Funds Needed to Complete the Activities				
[fiscal year 1]	[fiscal year 2]	[fiscal year 3]	[fiscal year 4]	[fiscal year 5]
\$	\$	\$	\$	\$

Multi-year Work Plan
<b>KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP</b>
<p><b>Description:</b>  <b>[Describe in general terms the work that will be undertaken.]</b></p> <p><b>Expected Results:</b>  <b>[The 'Expected Results' will be a statement(s) that answers one or more of the following questions – What do we aim to achieve? What changes do we hope to see in the community? What is the desired situation at the end of the agreement?]</b></p>
<b>DFO KEY ELEMENT B: FOOD, SOCIAL AND CEREMONIAL (FSC) FISHERIES MANAGEMENT</b>
<p><b>Description:</b>  <b>[As above]</b></p> <p><b>Expected Results:</b>  <b>[As above]</b></p>
<b>DFO KEY ELEMENT C: ECONOMIC OPPORTUNITIES</b>
<p><b>Description:</b>  <b>[As above]</b></p> <p><b>Expected Results:</b>  <b>[As above]</b></p>
<b>DFO KEY ELEMENT D: AQUATIC RESOURCE MANAGEMENT COMPLIANCE AND ACCOUNTABILITY</b>
<p><b>Description:</b>  <b>[As above]</b></p> <p><b>Expected Results:</b>  <b>[As above]</b></p>

**2. Annual Work Planning Process**

2.1. An annual work planning process will be undertaken jointly by the Parties. This Schedule may be amended, in accordance with the amendment provisions of this Agreement, to reflect the outcome of those discussions.

**3. Activities**

**3.1. Annual Work Plan for [fiscal year 1][program-specific table can be used]**

3.1.1. The scope and methodology of the Activities will be in accordance with the [document name(s)].

Annual Work Plan for [fiscal year 1]	
<b>KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP</b>	
Key Element A / Activity 1: [Activity Title]	ESTIMATED COST \$[amount]
[The name should identify the particular Activity.]	
<b>Task Description:</b>	
[Describe the specific tasks that you are going to undertake as part of the Activity. Consider the following questions when formulating task descriptions: what, why, who, where, when, how many.]	
<b>Planned Expenditures:</b>	
[Estimated costs associated with the tasks above by quarter/semi-annually as per reporting requirements defined in the IACMF Contribution Agreement Provisions Reference Table.]	
<b>Expected Results:</b>	
[Describe what you hope to achieve at the end of the Fiscal Year by performing the tasks. How will you measure that these results were obtained? Insert specific questions, if appropriate.]	
<b>Products/Reports to provide to DFO:</b>	
[List the products/reports related to the tasks and (optional) expected results, with associated time frames.]	
<b>[optional] Contact Person for this Activity:</b>	
[Enter here]	
Key Element A / Activity 2: [Activity Title]	ESTIMATED COST \$[amount]
<b>Task Description:</b>	
<b>Planned Expenditures:</b>	
<b>Expected Results:</b>	
<b>Products/Reports to provide to DFO:</b>	
<b>[optional] Contact Person for this Activity:</b>	
<b>KEY ELEMENT B: FOOD, SOCIAL AND CEREMONIAL (FSC) FISHERIES MANAGEMENT</b>	
Key Element B / Activity 1: [Activity Title]	ESTIMATED COST \$[amount]
<b>Task Description:</b>	
<b>Planned Expenditures:</b>	
<b>Expected Results:</b>	

Annual Work Plan for [fiscal year 1]	
<p>Products/Reports to provide to DFO:</p> <p>[optional] Contact Person for this Activity:</p>	
<p>Key Element B / Activity 2:      [Activity Title]</p> <p>ESTIMATED COST \$[amount]</p> <p>Task Description:</p> <p>Planned Expenditures:</p> <p>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p>[optional] Contact Person for this Activity:</p>	
<p><b>KEY ELEMENT C:                      ECONOMIC OPPORTUNITIES</b></p>	
<p>Key Element C / Activity 1:      [Activity Title]</p> <p>ESTIMATED COST \$[amount]</p> <p>Task Description:</p> <p>Planned Expenditures:</p> <p>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p>[optional] Contact Person for this Activity:</p>	
<p>Key Element C / Activity 2:      [Activity Title]</p> <p>ESTIMATED COST \$[amount]</p> <p>Task Description:</p> <p>Planned Expenditures:</p> <p>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p>[optional] Contact Person for this Activity:</p>	
<p><b>KEY ELEMENT D:                      AQUATIC RESOURCE MANAGEMENT COMPLIANCE AND ACCOUNTABILITY</b></p>	

Annual Work Plan for [fiscal year 1]	
Key Element D / Activity 1:	[Activity Title] ESTIMATED COST \$[amount]
Task Description:	
Planned Expenditures:	
Expected Results:	
Products/Reports to provide to DFO:	
[optional] Contact Person for this Activity:	
Key Element D / Activity 2:	[Activity Title] ESTIMATED COST \$[amount]
Task Description:	
Planned Expenditures:	
Expected Results:	
Products/Reports to provide to DFO:	
[optional] Contact Person for this Activity:	

**4. [optional] Supplemental Conditions/Provisions**

**4.1. Supplemental Conditions/Provisions for [fiscal year 1]**

4.1.1. [Insert optional conditions/provisions or tables.]

**5. Movement of Funds**

- 5.1.1. [Activity-based reporting; movement >0] The total funding amount per Activity represents an estimate and may increase or decrease by [2, 5 or 10] percent per Activity per Fiscal Year except where, in section 6 of this Schedule, it is followed by an asterisk (\*), which indicates that the amount is the total maximum payable for the planned expenditure.
- 5.1.2. [eligible costs category-based reporting; movement >0] The total funding amount per DFO Eligible Costs category represents an estimate and may increase or decrease by [2, 5 or 10] percent per DFO Eligible Costs category per Fiscal Year except where, in section 6 of this Schedule, it is followed by an asterisk (\*), which indicates that the amount is the total maximum payable for the planned expenditure.
- 5.1.3. [Activity-based reporting; movement >0] For funding increases or decreases in excess of [2, 5 or 10] percent per Activity per Fiscal Year, the [Organization/Recipient] will submit a request in writing to [DFO contact name (e-mail address)]. The movement of funding between Activities is subject to prior DFO approval.

- 5.1.4. [eligible costs category-based reporting; movement >0] For funding increases or decreases in excess of [2, 5 or 10] percent per DFO Eligible Costs category per Fiscal Year, the [Organization/Recipient] will submit a request in writing to [DFO contact name (e-mail address)]. The movement of funding between DFO Eligible Costs categories is subject to prior DFO approval.
- 5.1.5. [Activity-based reporting; movement = 0] For funding increases or decreases between Activities, the [Organization/Recipient] will submit a request in writing to [DFO contact name (e-mail address)]. The movement of funding between Activities is subject to prior DFO approval.
- 5.1.6. [eligible costs category-based reporting; movement = 0] For funding increases or decreases between DFO Eligible Costs categories, the [Organization/Recipient] will submit a request in writing to [DFO contact name (e-mail address)]. The movement of funding between DFO Eligible Costs categories is subject to prior DFO approval.

## 6. Budget

### 6.1. Summary for [fiscal year 1][program-specific table can be used]

TABLE 1

DFO Eligible Costs Category (as described in Schedule 4)	Q1	Q2	Q3	Q4	Total
1) Administration	\$	\$	\$	\$	\$
2) [if applicable] Commercial Fishing Access	\$	\$	\$	\$	\$
3) Communications	\$	\$	\$	\$	\$
4) General Operating Expenses	\$	\$	\$	\$	\$
5) Insurance	\$	\$	\$	\$	\$
6) Professional Services	\$	\$	\$	\$	\$
7) Property, Plant and Equipment	\$	\$	\$	\$	\$
8) Rental of Space/Accommodations	\$	\$	\$	\$	\$
9) Salaries, Wages and Related Costs	\$	\$	\$	\$	\$
10) Training	\$	\$	\$	\$	\$
11) Travel	\$	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

TABLE 2

Planned Funding from Other Sources				
Activity #	Name of Organization (and project name, if applicable)	Funding Amount	Application Submitted? (Y / N)*	Status (P / R / C)*
		\$		
		\$		
	<b>TOTAL</b>	\$		

\*Y = yes; N = no; P = pending; R = rejected; C = confirmed

## SCHEDULE 6

### CASH FLOW PROJECTION OF ELIGIBLE COSTS

**Fiscal Year** \_\_\_\_\_

- Original
- Revised as of \_\_\_\_\_

MONTH	\$ AMOUNT Current Fiscal Year	\$ AMOUNT Carried over from previous Fiscal Year
April		Delete column except for Enhanced multi-year agreements]
May		
June		
July		
August		
September		
October		
November		
December		
January		
February		
March		
<b>TOTAL</b>		

**NOTES:**

1. Please provide the monthly breakdown of Eligible Costs for prior and future months and only for months for which Activities are planned. The total amount for the current Fiscal Year should equal the Contribution amount for the applicable Fiscal Year. The original monthly cash flow projection amounts must reconcile with amounts detailed in the table for the applicable Fiscal Year in section 3 or 6 of Schedule 5.
2. Future advance payments will be calculated in accordance with the cash flow projection of Eligible Costs and section 2.2 of Schedule 3 up to the maximum amount.
3. The cash flow projection of Eligible Costs may be amended at any time without a formal amendment to this Agreement.
4. Future payments may not be processed without an amended cash flow projection of Eligible Costs if the financial position of the [Organization/Recipient] changes from the original budget forecast (under or over budget).

## SCHEDULE 7

### PROGRESS REPORT / YEAR END REPORT

Fiscal Year:	
Name and Address of <b>[Organization/Recipient]</b> :	
<b>[AICFI]</b> Component:	
Agreement Number:	
Amount of Approved Contribution for Fiscal Year:	

**Reporting period:** from: \_\_\_\_\_ to: \_\_\_\_\_

<b>Type of report:</b> <input type="checkbox"/> Progress Report <input type="checkbox"/> Year End Report	<b>Purpose of report:</b> <input type="checkbox"/> Request for advance payment * <input type="checkbox"/> Request for reimbursement <input type="checkbox"/> Release holdback <input type="checkbox"/> Other: _____  <b>[optional]*</b> Also submit a revised cash flow projection of Eligible Costs in the form set out in Schedule 6 of the Agreement.
--	--

### Section 1 – Financial Summary

**[Option 1]**

Activity		Budgeted amount	Funds received year to date (fill in total only)	Expenses for current reporting period	Expenses year to date (includes current reporting period)	Status of budget (A = within threshold B = under-threshold* C = over-threshold*)	[optional] Amount required for reporting period: (enter dates)
Letter - #	Title						_____
			<del> </del>				
			<del> </del>				
			<del> </del>				
<b>TOTAL AGREEMENT</b>							

\* Anticipated over-threshold or under-threshold status for Progress Reports; actual over-threshold or under-threshold status for Year End Reports. Please fill out Table 1.1 below. **[As per the table for the applicable Fiscal Year in section 3 of Schedule 5.]**  
 \*\* When receiving funding from other sources please fill in Table 1.2 below.

**[Option 2]**

DFO Eligible Costs category	Budgeted amount	Funds received year to date (fill in total only)	Expenses for current reporting period	Expenses year to date (includes current reporting period)	[optional] Amount required for reporting period: (enter dates)
					_____
					to
					_____
1) Administration		<del> </del>			
2) <b>[if applicable]</b> Commercial Fishing Access		<del> </del>			
3) Communications		<del> </del>			
4) General Operating Expenses		<del> </del>			
5) Insurance		<del> </del>			

<i>DFO Eligible Costs category</i>	<i>Budgeted amount</i>	<i>Funds received year to date (fill in total only)</i>	<i>Expenses for current reporting period</i>	<i>Expenses year to date (includes current reporting period)</i>	<i>[optional] Amount required for reporting period: (enter dates)</i>  <i>_____ to _____</i>
6) Professional Services					
7) Property, Plant and Equipment					
8) Rental of Space/Accommodations					
9) Salaries, Wages and Related Costs					
10) Training					
11) Travel					
<b>TOTAL</b>					

\* Anticipated over-threshold or under-threshold status for Progress Reports; actual over-threshold or under-threshold status for Year End Reports. Please fill out Table 1.1 below. **[As per the table for the applicable Fiscal Year in section 6 of Schedule 5.]**

\*\* When receiving funding from other sources please fill in Table 1.2 below.

**TABLE 1.1**

Where there is an anticipated/actual over-threshold or under-threshold status for a given **[Activity / Eligible Costs category]** that exceeds the established threshold set out in the table in section 6 of Schedule 5 for the applicable Fiscal Year, please explain:

**[option 1]**

<i>Activity</i>		<i>Reason for budget deviation*</i>	<i>Under-budget or over-budget \$ amount</i>
<i>Letter - #</i>	<i>Title</i>		

\* Add rows as required.

\*\* Please contact **[DFO contact info]** to discuss how to address any budget deviation and whether a movement of funds or retention of funds will be required.

**[option 2]**

<i>DFO Eligible Costs category</i>	<i>Budgeted amount</i>	<i>Actual expenses \$ amount</i>	<i>Under-budget or over-budget \$ amount</i>	<i>Reason for budget deviation</i>
1) Administration				
2) <b>[if applicable]</b> Commercial Fishing Access				
3) Communications				
4) General Operating Expenses				
5) Insurance				
6) Professional Services				
7) Property, Plant and Equipment				
8) Rental of Space/Accommodations				
9) Salaries, Wages and Related Costs				
10) Training				
11) Travel				
<b>TOTAL</b>				

\* Please contact **[DFO contact info]** to discuss how to address any budget deviation and whether a movement of funds or retention of funds will be required.

**TABLE 1.2**

Total funding provided from all other sources. When receiving funding from other sources please provide details below:

<i>Activity letter - #</i>	<i>Name of organization (and project name, if applicable)</i>	<i>Funding amount</i>	<i>Status (P / R / C)*</i>

Activity letter - #	Name of organization (and project name, if applicable)	Funding amount	Status (P / R / C)*
<b>TOTAL</b>			X

\* P = pending; R = rejected; C = confirmed

## Section 2 –Products/Reports [and Actual Results] [program-specific table can be used]

Activities (from section 3 of Schedule 5)	Status * (in measurable terms)
<b>KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP</b>	
Activity A-1: [Activity Title]  Task Description:  [optional] Expected Results:  Products/Reports to provide to DFO:  [optional] Contact Person for this Activity:	Tasks: [Provide status by individual task as set out in the task description.] [optional] Expected/Actual Results (annual / multi-year): [Provide status on expected results] Products/Reports: * [Insert the title of the product/report and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.]
Activity A-2: [Activity Title]  Task Description:  [optional] Expected Results:  Products/Reports to provide to DFO:  [optional] Contact Person for this Activity:	Tasks:  [optional] Expected/Actual Results (annual / multi-year):  Products/Reports: *
<b>KEY ELEMENT B: FOOD, SOCIAL AND CEREMONIAL (FSC) FISHERIES MANAGEMENT</b>	
Activity B-1: [Activity Title]  Task Description:  [optional] Expected Results:  Products/Reports to provide to DFO:  [optional] Contact Person for this Activity:	Tasks:  [optional] Expected/Actual Results (annual / multi-year):  Products/Reports: *
Activity B-2: [Activity Title]  Task Description:  [optional] Expected Results:  Products/Reports to provide to DFO:  [optional] Contact Person for this Activity:	Tasks:  [optional] Expected/Actual Results (annual / multi-year):  Products/Reports: *
<b>KEY ELEMENT C: ECONOMIC OPPORTUNITIES</b>	
Activity C-1: [Activity Title]  Task Description:	Tasks:  [optional] Expected/Actual Results (annual / multi-year):

Activities (from section 3 of Schedule 5)	Status * (in measurable terms)
<p><b>[optional]</b>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p><b>[optional]</b>Contact Person for this Activity:</p>	<p>Products/Reports: *</p>
<p>Activity C-2: <b>[Activity Title]</b></p> <p>Task Description:</p> <p><b>[optional]</b>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p><b>[optional]</b>Contact Person for this Activity:</p>	<p>Tasks:</p> <p><b>[optional]</b>Expected/Actual Results (annual / multi-year):</p> <p>Products/Reports: *</p>
<b>KEY ELEMENT D: AQUATIC RESOURCE MANAGEMENT COMPLIANCE AND ACCOUNTABILITY</b>	
<p>Activity D-1: <b>[Activity Title]</b></p> <p>Task Description:</p> <p><b>[optional]</b>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p><b>[optional]</b>Contact Person for this Activity:</p>	<p>Tasks:</p> <p><b>[optional]</b>Expected/Actual Results (annual / multi-year):</p> <p>Products/Reports: *</p>
<p>Activity D-2: <b>[Activity Title]</b></p> <p>Task Description:</p> <p><b>[optional]</b>Expected Results:</p> <p>Products/Reports to provide to DFO:</p> <p><b>[optional]</b>Contact Person for this Activity:</p>	<p>Tasks:</p> <p><b>[optional]</b>Expected/Actual Results (annual / multi-year):</p> <p>Products/Reports: *</p>

\* Please insert the title of the product/report in the status section and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.

**TABLE 2.1**

For any product/report that did/will not meet the planned timeframe for completion, please explain (add rows as required):

<i>Expected Product/Report</i>	<i>Explanation for delay</i>

### Section 3 –Measuring Program Performance

**[Insert performance indicators, if applicable.]**

**[Insert program-specific requirements as per section 4 of Schedule 5 for the applicable Fiscal Year.]**

**[Year End Report: In measurable terms, summarize the extent to which the expected results of the overall Agreement have been achieved.]**

### Section 4 - Confirmation

Please complete the following:

I hereby confirm that the information provided in this report, including all attachments, is accurate to the best of my knowledge and that I am authorized to sign this report on behalf of the [Organization/Recipient].

**<< Option 1: hard copy signature >>**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_  
(contribution agreement authority)

Date: \_\_\_\_\_

**<< Option 2: electronic – check box >>**

I have read and agree with the above statements

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Version 1.1

## SCHEDULE A

### FOOD, SOCIAL AND CEREMONIAL (FSC) FISHERY

#### 1. [Nfld] General Conditions

- 1.1. The [Organization/Recipient] will conduct its food fishery in accordance with the conditions set down in the Communal Licence appended to this Agreement and forming part of this Schedule, outlining general conditions and more specifically, species conditions.
- 1.2. The Communal Licence conditions may be amended from time to time and will be supported by amending this Agreement.
- 1.3. [Inuit] The Nunatsiavut Government agrees that the Fish is for food, social and ceremonial purposes and will be disposed of according to Inuit tradition.
- 1.4. The [Organization/Recipient] will report species specific landings to DFO in the manner established by the licence conditions. All catch statistics will be forwarded on a monthly basis to the local DFO office in [community name] showing landings by species, unless otherwise specified, by species, in the Communal Licence.

[Nfld – delete all the following provisions in this Schedule]

#### 2. Management and Planning of the FSC Fishery

- 2.1. For management purposes, DFO will issue to the [Organization/Recipient] a Communal Licence to provide for the FSC Fishery. Should there be discrepancies between the contents of this Schedule and the Communal Licence, or any amendments thereto, the Communal Licence will prevail.
- 2.2. [single FN] DFO agrees to manage the various fisheries based on the principle of the FSC Fishery having highest priority of access after conservation, with the goal of providing the [Organization/Recipient] with a reasonable opportunity to engage in Fishing for the species of Fish set out in the Communal Licence.
- 2.3. [aggregate] DFO agrees to manage the various fisheries based on the principle of the FSC Fishery having highest priority of access after conservation, with the goal of providing the [Organization/Recipient] and Member Organizations with a reasonable opportunity to engage in Fishing for the species of Fish set out in the Communal Licence.
- 2.4. [optional] DFO and the [Organization/Recipient] will meet to jointly develop a Fishing plan that will form the basis of a Communal Licence. The plan will address the following:
  - (a) location;
  - (b) dates and times;
  - (c) Fishing gear set at the location(s) and in a manner specified;
  - (d) quantity of Fishing gear/type at any one time;
  - (e) Fishing gear marking; and
  - (f) other provisions as appropriate.
- 2.5. [optional] If DFO and the [Organization/Recipient] have reached agreement on a Fishing

plan, DFO will issue a Communal Licence to the [Organization/Recipient] that includes the provisions of the agreed-to Fishing plan. If the Parties have not reached agreement on the Fishing plan, DFO will issue a Communal Licence to the [Organization/Recipient] based on any provisions agreed and any additional provision that DFO has consulted on and deems necessary to achieve conservation goals and orderly management of the fishery.

- 2.6. The conditions in the Communal Licence are subject to discussion each year, at which time the needs of the [Organization/Recipient] and conservation requirements will be reviewed by DFO and the [Organization/Recipient].
- 2.7. A Communal Licence for the FSC Fishery may be issued as one or more licences relating to a particular species of Fish, quantity, Fishing gear type, area or period of time.
- 2.8. The [Organization/Recipient] agrees to manage Fishing by those designated to participate in the FSC Fishery in a manner consistent with this Agreement and subject to the provisions of the Communal Licence.
- 2.9. In the event that the [Organization/Recipient] identifies an increase in the food, social and ceremonial needs of the Members, DFO and the [Organization/Recipient] may review the quantities and species of Fish specified in the Communal Licence issued to the [Organization/Recipient] and, if DFO and the [Organization/Recipient] agree to change the quantities or species of Fish, DFO will amend the Communal Licence to reflect the change.
- 2.10. The Communal Licence will include provisions for Fishing of target species and by-catch.
- 2.11. DFO may vary or amend the Communal Licence. The variations or amendments will not be implemented unless DFO has first consulted with the [Organization/Recipient], except when circumstances require immediate action, including but not limited to the conservation and protection of Fish. In this case, DFO will meet with the [Organization/Recipient], at the first opportunity, to discuss the reasons for the action taken.
- 2.12. [optional] Where DFO and the [Organization/Recipient] have entered into a consultation protocol related to the matters in this Schedule, DFO and the [Organization/Recipient] agree to follow the procedures outlined in the protocol.

### 3. Species and Quantity of Fish and Associated Provisions

- 3.1. [when agreed to by the Parties] Subject to the Communal Licence, as amended from time to time, the [Organization/Recipient] may engage in Fishing for the following species and quantities of Fish:

[insert species and quantities]

- 3.2. The [Organization/Recipient] and DFO will work co-operatively to conduct catch monitoring for the purpose of gathering detailed catch information. The [Organization/Recipient] will maintain catch records and submit the catch information to DFO as provided for in the Communal Licence. [Additional details and provisions are set out in Schedule 5.]
- 3.3. DFO may, at its discretion, verify the catch monitoring and reporting processes of the [Organization/Recipient], including on-site inspections.

### 4. [delete if fish numbers/species not agreed upon in section 3] Other Species of Fish

- 4.1. Nothing in this Schedule precludes DFO and the [Organization/Recipient] from entering

into negotiations on Fishing for species of Fish other than those set out in section 3.1 of this Schedule.

## 5. **[optional] Area Where the FSC Fishery Takes Place**

5.1. **[Add map and / or description of the area.]**

## 6. **Disposition of Fish**

6.1. The **[Organization/Recipient]** agrees that Fish obtained under the Communal Licence are for food, social and ceremonial purposes and may not be sold, traded or bartered.

6.2. **[Pacific - optional]** For greater certainty, subsection 6.1 of this Schedule does not preclude the traditional exchange or distribution of Fish or Fish products within and between Aboriginal people and Aboriginal communities.

## 7. **Designation to Fish**

7.1. No individual other than a designated individual may participate in the FSC Fishery.

7.2. **[option 1 – single FN]** The **[Organization/Recipient]** has designated all of its Members to engage in Fishing in the FSC Fishery. Proof of membership in **[legal name of recipient]** will serve as the Member's designation document.

7.3. **[option 1 – aggregate]** The **[Organization/Recipient]** has designated all of its Members to engage in Fishing in the FSC Fishery. Proof of membership in **[legal name of recipient]** or a Member Organization will serve as the Member's designation document.

7.4. **[option 2]** The **[Organization/Recipient]** will designate specific Members to engage in Fishing on its behalf by issuing a designation document to each designated Member.

7.5. The **[Organization/Recipient]** may designate an individual who is not a Member to engage in Fishing from the quantities set out in the Communal Licence by issuing a designation document to them.

7.6. Where the **[Organization/Recipient]** designates individuals to engage in Fishing in the FSC Fishery, it will provide to **[specify DFO contact information]** a list of the names of designated individuals prior to the commencement of the FSC Fishery.

7.7. Where a designation document is issued by the **[Organization/Recipient]**, it will serve as proof of designation and will be personal, non-transferable and bear **[a unique number and]** the name of the designated individual.

7.8. Any designated individual who is Fishing, transporting Fish or landing Fish from an FSC Fishery will carry proof of designation and, upon request, show the proof of designation to a Fishery Enforcement Officer.

7.9. The **[Organization/Recipient]** will designate vessels in writing and in accordance with the terms of the Communal Licence.

## 8. **Restrictions to, Withdrawal of or Amendment of Designations**

8.1. The **[Organization/Recipient]** may place restrictions on designations, which may include the withdrawal or amendment of the designation of an individual who was designated to engage in Fishing in the FSC Fishery. Upon placing such restrictions, the **[Organization/Recipient]** will notify DFO, in writing, of the nature of the restrictions and, where applicable, the individuals to whom they apply. Once the written notification is provided to DFO, designations are restricted, withdrawn or amended as indicated in the notification.

8.2. Where the [Organization/Recipient] has designated a vessel to engage in Fishing in the FSC Fishery, the [Organization/Recipient] may amend or withdraw that designation. Upon amending or withdrawing a designation, the [Organization/Recipient] will notify DFO, in writing, of the amendment or withdrawal and the vessel to which the amendment or withdrawal applies. Once written notification is provided to DFO, vessel designation is amended or withdrawn as indicated in the notification.

**9. Responsibilities of the [Organization/Recipient]**

9.1. The [Organization/Recipient] will notify each individual whom it designates to participate in the FSC Fishery of the provisions of this Schedule, the conditions of the Communal Licence, and any amendments to the Communal Licence, including the provision that the Fish obtained are not for sale, trade or barter.

9.2. The [Organization/Recipient] will provide a copy of this Agreement, the Communal Licence and any amendments to the Communal Licence to all of its fisheries management and enforcement personnel.

Version 1.1

## SCHEDULE B

### COMMUNAL COMMERCIAL FISHERIES ACCESS

#### 1. [Nfld] Licensing

- 1.1. [option 1] DFO will issue to the [Organization/Recipient] Communal Commercial Licences annually that include the conditions respecting species of Fish, Fishing gear type and vessel description.
- 1.2. [option 2] The [Organization/Recipient] will conduct its communal commercial fishery in accordance with the conditions set out below, which outline the Communal Commercial Licence conditions. Licence conditions for the [fiscal year] Fishing season will be issued for the following species of Fish:

[insert table]

[Nfld - Delete all the following provisions]

#### 2. Licensing

- 2.1. [Pacific] The [Organization/Recipient] holds the Communal Commercial Licence eligibilities and/or quota set out in section 7 of this Schedule. Communal Commercial Licence eligibilities are party-based and non-transferable.
- 2.2. [BC – SC, LF & NC] Annually, DFO will provide the [Organization/Recipient] with the renewal application(s) and instructions that the [Organization/Recipient] must follow prior to DFO issuing any Communal Commercial Licence eligibilities.
- 2.3. [BC – SC, LF & NC] In the event that the end date of this Agreement has been reached, DFO may request that the [Organization/Recipient] submit a letter of intent to enter into a future agreement in order to retain access to the Communal Commercial Licence eligibilities referred to in subsection 7.1 of this Schedule. DFO will provide the [Organization/Recipient] with the format for the letter of intent, if required.
- 2.4. [East Coast] DFO will issue to the [Organization/Recipient] Communal Commercial Licences annually that include the conditions respecting species of Fish, Fishing gear type and vessel description.

#### 3. Designation to Fish

- 3.1. [BC – SC, LF & NC] The [Organization/Recipient] will identify, on each application, the designated vessel that will be used to engage in Fishing under the Communal Commercial Licence. The designated vessel will be a registered commercial Fishing vessel that meets established length restrictions by not exceeding the established maximum vessel length (MVL) associated with the Communal Commercial Licence eligibility. Where applicable, the designated vessel must hold a vessel-based licence eligibility.
- 3.2. [BC – SC, LF & NC] DFO will issue a Communal Commercial Licence to the [Organization/Recipient] upon receipt of an application that will, among other things, identify the vessel registration number (VRN), name of the designated vessel and the name of the Communal Commercial Licence eligibility holder and vessel owner. Where applicable, confirmation that conditions of the previous year's Communal Commercial Licence have been met will be required.
- 3.3. [BC – SC, LF & NC] The Communal Commercial Licence must, at all times, be kept on board the designated vessel that is engaged in the Fishing or any other activity referred to in this Schedule.

- 3.4. [BC – SC, LF & NC] The master of a designated vessel that is being used for Fishing, transporting Fish or landing Fish under a Communal Commercial Licence will, upon request, show the Communal Commercial Licence and conditions to a Fishery Enforcement Officer.
- 3.5. [BC – SC, LF & NC] No vessel other than a designated vessel may be used for Fishing under a Communal Commercial Licence.
- 3.6. [East Coast] The [Organization/Recipient] will designate each individual permitted to engage in Fishing under the Communal Commercial Licence and, before Fishing under the Communal Commercial Licence commences, will issue the designated individuals a designation document, which will bear the name of the designated individual, the Communal Commercial Licence number and the name and registration number of the vessel.
- 3.7. [Yukon / Transboundary Rivers] The [Organization/Recipient] will designate each individual permitted to engage in Fishing under the Communal Commercial Licence(s) and will inform DFO, in writing, of the name of each individual permitted to engage in Fishing under the Communal Commercial Licence(s) and will issue designated individuals a copy of the Communal Commercial Licence(s).
- 3.8. [East Coast] No individual other than a designated individual will engage in Fishing under a Communal Commercial Licence. Designated individuals will carry their communal commercial designation document at all times while engaged in Fishing or any other activity, including the transporting and landing of Fish, and will show this designation document and proof of identity to a Fishery Enforcement Officer upon request.
- 3.9. [Yukon / Transboundary Rivers] No individual other than a designated individual will engage in Fishing under a Communal Commercial Licence. Designated individuals will carry their copy of the Communal Commercial Licence at all times while engaged in Fishing or any other activity, including the transporting and landing of Fish, and will show this Licence and proof of identity to a Fishery Enforcement Officer upon request.

#### **4. Withdrawal or Amendment of Designation**

- 4.1. [BC – SC, LF & NC] The [Organization/Recipient] may request to change a designated vessel with the submission of an Application for Aboriginal Communal Commercial Eligibility Re-designation signed by an authorized signing authority of the [Organization/Recipient] and the submission of the previously issued Communal Commercial Licence and decals.
- 4.2. [East Coast; Yukon / Transboundary Rivers] Where the [Organization/Recipient] makes changes to its designations, the names and registration numbers of the vessels and/or any designated individual, it will notify each designated individual and DFO of these amendments.

#### **5. Responsibilities of the [Organization/Recipient]**

- 5.1. [BC – SC, LF & NC] The [Organization/Recipient] will notify the owner of any vessel that is designated to be used to engage in Fishing under the authority of a Communal Commercial Licence of the provisions of this Schedule, the Communal Commercial Licence and any amendments to this Schedule or the Communal Commercial Licence.
- 5.2. The [Organization/Recipient] will notify each individual who is designated to engage in Fishing under the authority of a Communal Commercial Licence of the provisions of this Schedule and the Communal Commercial Licence. The [Organization/Recipient] will notify each designated individual of any amendments to this Schedule or the Communal Commercial Licence.

- 5.3. The [Organization/Recipient] is responsible for all costs associated with the Fishing activities referred to in this Schedule.
- 5.4. For every year in which a Communal Commercial Licence is issued, the [Organization/Recipient] is responsible for any management or service provider fees that are associated with an equivalent commercial Fishing licence.
- 5.5. [Pacific] DFO may identify a requirement for the [Organization/Recipient] to maintain an up-to-date commercial Fishing business plan for the Communal Commercial Licence(s) and or quota set out in section 7 of this Schedule, and the [Organization/Recipient] will provide the commercial Fishing business plan to DFO upon request, using the format provided by DFO.
- 5.6. [AFS BC - SC, LF & NC] The [Organization/Recipient] will contribute annually the total amount referred to in subsection 6.4 of this Agreement, which consists of a Contribution to Activities and a Contribution for Use for each Communal Commercial Licence and or portion of quota set out in section 7 of this Schedule.
- 5.7. [BC - SC, LF & NC] The [Organization/Recipient] will annually provide a report to DFO on the use of the Communal Commercial Licences and, if applicable, quota set out in section 7 of this Schedule, using the format provided by DFO.

## 6. Sale of Fish

- 6.1. Any sale of Fish harvested under a Communal Commercial Licence will be subject to all federal and provincial laws related to sale, including, but not limited to, laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.

## 7. Communal Commercial Licences and/or Quota

- 7.1. The Communal Commercial Licence(s) referred to in section 2 of this Schedule are:

- (a) [optional] Program reference:  
 [East Coast, if applicable] Licence number/Number of commercial units:  
 [Pacific] Licence number:  
 Species of Fish:  
 Fishing gear type:  
 [BC] Maximum vessel length (MVL) (if applicable):  
 Designated area:  
 [Pacific] Contribution for Use: [include \$0.00 or waiver, if applicable]  
 [Pacific] Contribution to Activities: [include \$0.00 or waiver, if applicable]

This Communal Commercial Licence is subject to all the conditions of a licence associated with a [species] commercial Fishing licence.

- (b) [optional] Program reference:  
 [East Coast, if applicable] Licence number/Number of commercial units:  
 [Pacific] Licence number:  
 Species of Fish:  
 Fishing gear type:  
 [BC] Maximum vessel length (MVL) (if applicable):  
 Designated area:  
 [Pacific] Contribution for Use: [include \$0.00 or waiver, if applicable]  
 [Pacific] Contribution to Activities: [include \$0.00 or waiver, if applicable]

This Communal Commercial Licence is subject to all the conditions of a licence associated with a [species] commercial Fishing licence.

- 7.2. Compliance with the *Fisheries Act* and applicable regulations is a condition of any Communal Commercial Licence.

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## SCHEDULE C

### ABORIGINAL FISHERY GUARDIANS

#### 1. Designation

- 1.1. [On an annual basis,] the [Organization/Recipient] will identify one or more suitable candidates to be an Aboriginal Fishery Guardian.
- 1.2. The Minister may designate the candidate(s) recommended by the [Organization/Recipient] as Aboriginal Fishery Guardian(s) under section 5 of the *Fisheries Act*.
- 1.3. The candidate will only be designated as an Aboriginal Fishery Guardian after meeting DFO's training requirements, security clearance and reliability checks.
- 1.4. The powers of the Aboriginal Fishery Guardian and the period of application will be defined in the designation certificate issued to that individual under subsection 5(2) of the *Fisheries Act*. Prior to the start of Aboriginal Fishery Guardian activities in each Fiscal Year, the renewal of designation will be discussed by DFO and the [Organization/Recipient].
- 1.5. The Minister may review the designation of an Aboriginal Fishery Guardian at the request of the [Organization/Recipient], or after any conduct considered by the Minister to be a serious breach of the duties or roles set out in this Schedule or in the designation certificate, or after any conduct considered to be inappropriate for an Aboriginal Fishery Guardian. If the Minister revokes the designation, DFO will require the immediate return of the designation certificate that was issued by DFO.

#### 2. Roles and Responsibilities of Aboriginal Fishery Guardians

- 2.1. In accordance with this Agreement and under the direction of the [Organization/Recipient], the responsibilities of the Aboriginal Fishery Guardian may include, but are not restricted to, the following:
  - (a) education and shared stewardship activities in light of promoting compliance;
  - (b) carrying out enforcement functions that may include:
    - (i) the issuance of warnings,
    - (ii) the inspection of Fishing gear and Fish and otherwise gathering evidence,
    - (iii) the detention of accused individuals without physical contact and with the appropriate Charter warnings,
    - (iv) the taking of statements from accused individuals, with appropriate Charter warnings, and from witnesses,
    - (v) the seizure of Fish and Fishing gear,
    - (vi) the issuance of Appearance Notices,
    - (vii) assistance in the preparation of court briefs and other documents, and
    - (viii) testifying in court and providing evidence in court;
  - (c) providing catch information;
  - (d) carrying out patrols on land and water to monitor Fishing and habitat activities;
  - (e) carrying out stock assessment activities;
  - (f) reporting activities that are harmful to Fish habitat and participating in other habitat matters, habitat enhancement activities, the monitoring of water levels and

fish-ways, and the collection of samples in accordance with procedures specified by DFO;

- (g) interacting with Members engaged in Fishing, individuals engaged in commercial and recreational Fishing, and other individuals; and
- (h) providing reports on their activities to the [Organization/Recipient] and to the local C&P personnel.

- 2.2. An Aboriginal Fishery Guardian will call on C&P personnel when circumstances require action beyond the authority of the Aboriginal Fishery Guardian.
- 2.3. In enforcement circumstances that require action beyond the powers set out in this Schedule, an Aboriginal Fishery Guardian's designation or, in circumstances where an Aboriginal Fishery Guardian is of the opinion that enforcement action will place the Aboriginal Fishery Guardian in personal danger, the Aboriginal Fishery Guardian will call on C&P personnel for assistance and will observe, record and report the incident to C&P personnel.
- 2.4. The Aboriginal Fishery Guardian will consult with and work cooperatively with local C&P personnel and other DFO personnel when carrying out Aboriginal Fishery Guardian activities referred to in this Agreement.

### **3. Participation in the Fishery**

- 3.1. An Aboriginal Fishery Guardian will not participate in any Fishing while on duty, except as directed to support the Activities set out in this Agreement.

### **4. Training**

- 4.1. DFO and the [Organization/Recipient] may discuss training requirements of the designated Aboriginal Fishery Guardians. Based on these discussions, DFO and the [Organization/Recipient] may, where necessary, provide academic and technical training to designated Aboriginal Fishery Guardians.

### **5. Uniforms and Equipment**

- 5.1. The [Organization/Recipient] is responsible for providing its Aboriginal Fishery Guardian(s) with uniforms or other working attire and will ensure that no DFO logo is used on the uniforms or attire. No individuals other than an Aboriginal Fishery Guardian will wear the uniform or other working attire provided by the [Organization/Recipient]. An Aboriginal Fishery Guardian will not wear the uniform or other working attire except when on duty.
- 5.2. The [Organization/Recipient] will provide its Aboriginal Fishery Guardian(s) with the appropriate equipment for operations, communications and personal safety needs. The Aboriginal Fishery Guardian(s) will maintain all equipment, issued by both DFO and the [Organization/Recipient], in good working condition.

### **6. Firearms and Other Authority**

- 6.1. The Aboriginal Fishery Guardian will not be issued firearms, other weapons or restraints and will not carry such in the course of his/her duties.
- 6.2. [Pacific] Notwithstanding subsection 6.1 of this Schedule and subject to all applicable laws, the [Organization/Recipient] is not precluded from issuing non-restricted firearms or other weapon for the sole purposes of personal safety and the safety of others from dangerous wildlife.

6.3. [Delete for Nfld] Notwithstanding subsection 6.1 of this Schedule and subject to all applicable laws, an Aboriginal Fishery Guardian may, for his/her personal safety, and for the safety of others, carry non-restricted firearms or other weapon for the sole purpose of protection from dangerous wildlife.

6.4. In the course of his/her duties, an Aboriginal Fishery Guardian:

- (a) will not use physical contact or force for the purpose of detaining any individual;
- (b) will not exercise the powers of seizure or search of vehicles and vessels; and
- (c) will not exercise the powers of search and arrest of accused individuals.

**7. Responsibilities of the [Organization/Recipient]**

7.1. The [Organization/Recipient] is responsible for any costs related to salaries, benefits and operations for individuals designated by DFO as Aboriginal Fishery Guardians for the [Organization/Recipient].

7.2. The [Organization/Recipient] will arrange for insurance, including third-party liability insurance and disability insurance, for and on behalf of its Aboriginal Fishery Guardians.

7.3. The [Organization/Recipient] will be accountable for ensuring that the duties of the Aboriginal Fishery Guardian(s) will be carried out in accordance with the provisions of this Agreement and that the Aboriginal Fishery Guardian(s) are made aware of its contents and any amendments that may impact their functions or duties.

## SCHEDULE D

### MONITORING AND ENFORCEMENT PROTOCOL

#### 1. Purpose

- 1.1. This Schedule will be used to assist the Parties in conducting monitoring and enforcement activities, but does not, and is not intended to, restrict the powers of C&P personnel.

#### 2. Coordination of Monitoring and Enforcement Activities

- 2.1. C&P personnel, representatives of the [Organization/Recipient] and Aboriginal Fishery Guardians will work cooperatively in implementing this Schedule.
- 2.2. The monitoring and enforcement activities of Aboriginal Fishery Guardians will be coordinated with the activities of DFO fishery officers by C&P personnel in consultation with representatives of the [Organization/Recipient].
- 2.3. C&P personnel and the representatives of the [Organization/Recipient] will conduct the following activities:
- (a) communicate regularly to discuss monitoring and enforcement issues;
  - (b) coordinate joint patrols between DFO fishery officers and Aboriginal Fishery Guardians when appropriate;
  - (c) establish a process for the reporting of enforcement activities and actions undertaken by Aboriginal Fishery Guardians; and
  - (d) share relevant information concerning the occurrence of violations under the *Fisheries Act* and regulations.

#### 3. Consultation

- 3.1. C&P personnel will attempt to consult with the representatives of the [Organization/Recipient] before taking any enforcement action related to Fishing under this Agreement, except where prior consultation would compromise the effectiveness of the enforcement action, in which case DFO will consult with the representatives of the [Organization/Recipient] as soon as possible after taking enforcement action.
- 3.2. The following will be the designated representatives of the [Organization/Recipient] for the purpose of consultation under this Schedule:

<u>Name</u>	<u>Position Title</u>	<u>Phone Number</u>
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[insert info]

- 3.3. The following will be the designated representatives of DFO for the purpose of consultation under this Schedule:

<u>Name</u>	<u>Position Title</u>	<u>Phone Number</u>
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[insert info]

#### 4. Breach of Licence

- 4.1. Where there is a breach of the conditions of the Communal Commercial Licence(s) and the [Organization/Recipient] has taken or intends to take action against the individual(s)

with respect to the breach, DFO will take into account the [Organization/Recipient]'s actions in determining what action, if any, DFO will take.

## **5. Seizure of Fish and Fishing Gear**

- 5.1. DFO and the Aboriginal Fishery Guardians will carry out the disposition of any seized Fish or Fishing gear in accordance with the *Fisheries Act*. Any proceeds realized from such disposition will be paid to the Receiver General for Canada.
- 5.2. In accordance with the conservation and management objectives of this Agreement, seized Fish that are alive and unharmed will be returned to the water unless required for evidence.

## **6. Documentation**

- 6.1. Incident reports, violation reports and any enforcement actions taken during the seizure of Fish and Fishing gear will be properly documented in accordance with DFO policy and procedure.

## **7. Appearance Notices**

- 7.1. Appearance Notices will be issued in accordance with this Schedule and DFO's National Procedural Guidelines for Enforcement of Aboriginal Fishing for Food, Social and Ceremonial Purposes.

## **8. Powers of Aboriginal Fishery Guardians**

- 8.1. Nothing in this Schedule requires or authorizes an Aboriginal Fishery Guardian to exceed the powers set out in the designation certificate referred to in this Schedule.
- 8.2. An Aboriginal Fishery Guardian will call on C&P personnel when circumstances require action beyond the authority of the Aboriginal Fishery Guardian.
- 8.3. In enforcement circumstances that require action beyond the powers set out in this Schedule, an Aboriginal Fishery Guardian's designation or, in circumstances where an Aboriginal Fishery Guardian is of the opinion that enforcement action will place the Aboriginal Fishery Guardian in personal danger, the Aboriginal Fishery Guardian will call on C&P personnel for assistance and will observe, record and report the incident to C&P personnel.

## **9. Enforcement Guidelines**

- 9.1. The Parties may enter into discussions about enforcement guidelines.

## **10. [optional] Coming Into Force**

- 10.1. This Schedule will come into force as of [date] and will terminate on [date].