

HARVEST AGREEMENT

**Canada
British Columbia
Maa-nulth First Nations**

HARVEST AGREEMENT

This HARVEST AGREEMENT made the [day] of [month], [year],

BETWEEN: Huu-ay-aht First Nations, Ka:'yu:'k't'h / Che:k'tles7et'h' First Nations, Toquaht Nation, Uchucklesaht Tribe and Ucluelet First Nation,
(hereinafter called "Maa-nulth")

OF THE FIRST PART

AND: Her Majesty the Queen in right of Canada
(hereinafter called "Canada")

OF THE SECOND PART

AND: Her Majesty the Queen in right of the Province of British Columbia
(hereinafter called "British Columbia")

OF THE THIRD PART

The Parties agree as follows:

Definitions

1. In this Harvest Agreement,

"Area D" means Commercial Salmon Licence Area D as described in the Pacific Region integrated fisheries management plan for salmon as established by the Minister, from time to time;

"Area D Salmon Gill Net Licence" means a Category A licence for Area D gill net issued under the *Pacific Fishery Regulations, 1993*;

"Area E" means Area E as described in the Pacific Region integrated fisheries management plan for Crab as established by the Minister, from time to time;

"Area G" means Commercial Salmon Licence Area G as described in the Pacific Region integrated fisheries management plan for salmon as established by the Minister, from time

to time;

“Area G Salmon Troll Licence” means a Category A licence for Area G troll issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Crab Licence” means a Category R licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Halibut Licence” means a Category L licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Prawn Licence” means a Category W licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Rockfish Licence” means a Category ZN licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Roe Herring Gill Net Licence” means a Category H licence for gill net issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Sablefish Licence” means a Category K licence issued under the *Pacific Fishery Regulations, 1993*;

“Crab” means those species of crab that the Minister authorizes to be harvested by a Commercial Crab Licence for Area E;

“Federal Law” includes federal statutes, regulations, ordinances, Orders-in-Council, and the common law;

“Final Agreement” means the final agreement between Maa-nulth, Canada and British Columbia dated XXX called the Maa-nulth First Nations Final Agreement;

“General Commercial Fishery” means

- a) in respect of salmon, the fishery for Category A licences issued under the *Pacific Fishery Regulations, 1993*;
- b) in respect of halibut, the fishery for Category L licences issued under the *Pacific Fishery Regulations, 1993*;
- c) in respect of rockfish, the fishery for Category ZN licences for the Outside Area issued under the *Pacific Fishery Regulations, 1993*;
- d) in respect of roe herring, the fishery for Category H licences for gill net issued under the *Pacific Fishery Regulations, 1993*;

- e) in respect of sablefish, the fishery for Category K licences issued under the *Pacific Fishery Regulations, 1993*;
- f) in respect of Crab, the fishery for Category R licences for Area E issued under the *Pacific Fishery Regulations, 1993*; and
- g) in respect of Prawn, the fishery for Category W licences issued under the *Pacific Fishery Regulations, 1993*;

“Groundfish Management Area” means a groundfish management area as described in the Pacific Region integrated fisheries management plan for groundfish as established by the Minister, from time to time;

“Halibut Canadian Commercial Total Allowable Catch” means the amount of Pacific halibut established by the Minister that is available for harvest in Canadian waters by fisheries for commercial purposes. This does not include amounts available for harvest by fisheries for test or enhancement purposes.

“Harvest Agreement” means this Harvest Agreement and Appendices I to VIII;

“Herring Management Area” means a herring management area as described in the Pacific Region integrated fisheries management plan for roe herring as established by the Minister, from time to time;

“Minister” means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question, and any person with authority to act in respect of the matter in question;

“Outside Area” means the outside area for rockfish as described in the Pacific Region integrated fisheries management plan for groundfish as established by the Minister, from time to time;

“Outside Area Commercial Rockfish Licence” means a Category ZN licence for the Outside Area issued under the *Pacific Fishery Regulations, 1993*;

“Parties” means Maa-nulth, Canada and British Columbia;

“Prawn” means those species of prawn and other shrimp that the Minister authorizes to be harvested by a Commercial Prawn Licence;

“Rockfish Commercial Total Allowable Catch” means the amount of rockfish, established by the Minister, by species and area, that is available for harvest in Canadian waters by the commercial fishery for Category ZN licences for the Outside Area issued under the *Pacific Fishery Regulations, 1993*. This does not include amounts available for harvest by fisheries for test or enhancement purposes;

“Sablefish Commercial Total Allowable Catch” means the amount of Pacific sablefish established by the Minister that is available for harvest in Canadian waters by fisheries for commercial purposes by the Category K /Category FK fleet. This does not include amounts available for harvest by fisheries for test or enhancement purposes; and

“Terminal Commercial Total Allowable Catch”, in respect of a stock of sockeye salmon, means the amount, established by the Minister, of the stock that is available for harvest by fisheries for commercial purposes in a terminal area.

Nature of the Harvest Agreement

2. This Harvest Agreement is the harvest agreement that the Parties agreed to enter into pursuant to paragraph 10.2.1 of the Final Agreement.
3. This Harvest Agreement is not a treaty or land claims agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Term of This Harvest Agreement

4. The term of this Harvest Agreement is 25 years commencing on the date this Harvest Agreement comes into effect.
5. Subject to paragraph 94, on the expiry of the term, this Harvest Agreement will be renewed on the same terms and conditions, at the option of Maa-nulth, for a further period of 15 years. Thereafter on the fifteenth anniversary of the Harvest Agreement and subject to paragraph 94, the Maa-nulth has the option to renew for further periods of 15 years in perpetuity.
6. This Harvest Agreement will come into effect on the Effective Date of the Final Agreement or such earlier date as the Parties may agree.

Fishing Contemplated by Harvest Agreement

7. The fishing contemplated by this Harvest Agreement is subject to measures necessary for conservation, public health or public safety.
8. For greater certainty, the Minister retains the authority to manage commercial fisheries, including whether to have a commercial fishery and, if so, where and when it will occur.
9. Where the Minister does not issue a licence to implement this Harvest Agreement because of measures necessary for conservation, public health or public safety, the Minister will provide written reasons to Maa-nulth in a timely manner.

Fishing Licences

Area D and G Salmon

10. In accordance with paragraphs 14 and 15, the Maa-nulth may relinquish to the Minister:
 - a) Area D Salmon Gill Net Licences for the purposes of paragraph 11, and
 - b) Area G Salmon Troll Licences for the purposes of paragraph 12.
11. In any year that the Minister authorizes a General Commercial Fishery for salmon for gill net for Area D, the Minister will issue a salmon licence for Area D to Maa-nulth for each Area D Salmon Gill Net Licence that Maa-nulth has relinquished in accordance with paragraph 10, once Maa-nulth has met the requirements of paragraph 13.
12. In any year that the Minister authorizes a General Commercial Fishery for salmon for troll for Area G, the Minister will issue a salmon licence for Area G to Maa-nulth for each Area G Salmon Troll Licence that Maa-nulth has relinquished in accordance with paragraph 10, once Maa-nulth has met the requirements of paragraph 13.
13. Each year, for each licence to be issued in accordance with paragraphs 11 and 12, Maa-nulth will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
14. Maa-nulth may relinquish up to a total of eight licences in accordance with paragraph 10 and the licences issued in accordance with paragraphs 11 and 12 are compensable as provided for in paragraph 95.
15. The licences relinquished for the purposes of paragraphs 11 and 12 must be relinquished within 15 years of the coming into effect of this Harvest Agreement.
16. Where Maa-nulth relinquishes a licence in accordance with paragraph 10, the Parties will amend paragraph 21 of this Harvest Agreement and paragraph 8 of Appendix I to include a description of the licence.
17. The salmon licences issued in accordance with paragraphs 11 and 12 will be issued under Federal Law and will provide for the same maximum vessel lengths as the Area D Salmon Gill Net Licences and Area G Salmon Troll Licences that were relinquished.
18. The fishing and related activities contemplated by paragraph 11 will have comparable requirements to those of the General Commercial Fishery for salmon for Area D for gill net.
19. The fishing and related activities contemplated by paragraph 12 will have comparable requirements to those of the General Commercial Fishery for salmon for Area G for troll.

20. The salmon licences issued in accordance with paragraph 11, will be comparable to Area D Salmon Gill Net Licences and the salmon licences issued in accordance with paragraph 12, will be comparable to Area G Salmon Troll Licences.
21. Maa-nulth has relinquished the following Area D Salmon Gill Net Licences and Area G Salmon Troll Licences:

Terminal Salmon

22. In any year where the Minister determines that there is a Terminal Commercial Total Allowable Catch for Henderson Lake Sockeye Salmon in a portion of Area 23, as defined in the *Pacific Fishery Management Area Regulations*, or that there is a Terminal Commercial Total Allowable Catch for Jensen Lake Sockeye Salmon in a portion of Area 26, as defined in the *Pacific Fishery Management Area Regulations*, the Minister will issue a licence comparable to an Area D Salmon Gill Net Licence to Maa-nulth, once Maa-nulth has met the requirements of paragraph 25.
23. Where the Minister determines that:
 - a) there is a Terminal Commercial Total Allowable Catch for Henderson Lake Sockeye Salmon in a portion of Area 23 as defined in the *Pacific Fishery Management Area Regulations*, the licence referred to in paragraph 22 will be for that portion of Area 23 and will be for 20 percent of that Terminal Commercial Total Allowable Catch; and
 - b) there is a Terminal Commercial Total Allowable Catch for Jensen Lake Sockeye Salmon in a portion of Area 26 as defined in the *Pacific Fishery Management Area Regulations*, the licence referred to in paragraph 22 will be for that portion of Area 26 and will be for 25 percent of that Terminal Commercial Total Allowable Catch.
24. The licence issued in accordance with paragraph 22 will provide for a maximum vessel length and is compensable as provided for in paragraph 95.
25. Each year, for the licence to be issued in accordance with paragraph 22, Maa-nulth will complete an application, in accordance with Federal Law, and identify, in that application, the vessel designated to be used, and meet all licence application requirements.
26. The fishing and related activities contemplated by paragraph 22 will have requirements comparable to those of the General Commercial Fishery for salmon for Area D for gill net.

Halibut

27. In any year that the Minister authorizes a General Commercial Fishery for halibut, the Minister will issue a halibut licence to Maa-nulth for each Commercial Halibut Licence

that Maa-nulth has relinquished in accordance with paragraphs 29 and 30, once Maa-nulth has met the requirements of paragraph 32.

28. The halibut licences issued in accordance with paragraph 27:
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel lengths and the same quotas as the Commercial Halibut Licences that were relinquished; and
 - c) will be comparable to Commercial Halibut Licences.
29. For the purposes of paragraph 27, Maa-nulth may relinquish Commercial Halibut Licences that, in total, have not been allocated more than two per cent of the Halibut Canadian Commercial Total Allowable Catch and the licences issued in accordance with paragraph 27 are compensable as provided for in paragraph 95.
30. The licences relinquished for the purposes of paragraph 27 must be relinquished within 15 years of the coming into effect of this Harvest Agreement.
31. Maa-nulth may apply to the Minister to reallocate halibut quota among the licences issued in accordance with paragraph 27 on the same basis as others in the General Commercial Fishery for halibut.
32. Each year, for each licence to be issued in accordance with paragraph 27, Maa-nulth will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
33. The fishing and related activities contemplated by paragraph 27 will have comparable requirements to those of the General Commercial Fishery for halibut.
34. Where Maa-nulth relinquishes a licence in accordance with paragraphs 29 and 30, the Parties will amend paragraph 35 of this Harvest Agreement and paragraph 6 of Appendix II to include a description of the licence.
35. Maa-nulth has relinquished the following Commercial Halibut Licences:

Rockfish

36. In any year that the Minister authorizes a General Commercial Fishery for rockfish for the Outside Area, the Minister will issue a rockfish licence to Maa-nulth for each Outside Area Commercial Rockfish Licence that Maa-nulth has relinquished in accordance with paragraphs 38 and 39, once Maa-nulth has met the requirements of paragraph 37.
37. Each year, for each licence to be issued in accordance with paragraph 36, Maa-nulth will complete an application, in accordance with Federal Law, identify, in that application, the

vessel designated to be used, and meet all licence application requirements.

38. For the purposes of paragraph 36, Maa-nulth may relinquish Outside Area Commercial Rockfish Licences that, in total, have not been allocated more than 2.6178 per cent of the Rockfish Commercial Total Allowable Catch, and the licences issued in accordance with paragraph 36 are compensable as provided for in paragraph 95.
39. The licences relinquished for the purposes of paragraph 36 must be relinquished within 15 years of the coming into effect of this Harvest Agreement.
40. The rockfish licences issued in accordance with paragraph 36:
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel lengths and the same quotas as the Outside Area Commercial Rockfish Licences that were relinquished; and
 - c) will be comparable to Outside Area Commercial Rockfish Licences.
41. The fishing and related activities contemplated by paragraph 36 will have requirements comparable to those of the General Commercial Fishery for rockfish.
42. Maa-nulth may apply to the Minister to reallocate rockfish quota among the licences issued in accordance with paragraph 36 on the same basis as others in the General Commercial Fishery for rockfish.
43. Where Maa-nulth relinquishes a licence in accordance with paragraph 38 and 39, the Parties will amend paragraph 44 of this Harvest Agreement and paragraph 6 of Appendix III to include a description of the licence.
44. Maa-nulth has relinquished the following Outside Area Commercial Rockfish Licences:

Roe Herring

45. In any year that the Minister authorizes a General Commercial Fishery for roe herring for gill net for a Herring Management Area selected by Maa-nulth on the same basis as others in the General Commercial Fishery, the Minister will issue, to Maa-nulth, a roe herring licence for the Herring Management Area that Maa-nulth selected for the licence for each Commercial Roe Herring Gill Net Licence that Maa-nulth has relinquished in accordance with paragraphs 47 and 48, once Maa-nulth has met the requirements of paragraph 46.
46. Each year, for each roe herring licence to be issued in accordance with paragraph 45, Maa-nulth will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.

47. Maa-nulth may relinquish up to four Commercial Roe Herring Gill Net Licences for the purposes of paragraph 45 and the licences issued in accordance with paragraph 45 are compensable under paragraph 95.
48. The licences relinquished for the purposes of paragraph 45 must be relinquished within 15 years of the coming into effect of this Harvest Agreement.
49. The roe herring licences issued in accordance with paragraph 45:
 - a) will be issued under Federal Law; and
 - b) will be comparable to the Commercial Roe Herring Gill Net Licences for the Herring Management Area selected.
50. The fishing and related activities contemplated by paragraph 45 will have requirements comparable to those of the General Commercial Fishery for roe herring for gill net for the Herring Management Area selected.
51. Where Maa-nulth relinquishes a Commercial Roe Herring Gill Net Licence in accordance with paragraphs 47 and 48, the Parties will amend paragraph 52 of this Harvest Agreement and paragraph 6 of Appendix IV to include a description of the licence.
52. Maa-nulth has relinquished the following Commercial Roe Herring Gill Net Licences:

Sablefish

53. In any year that the Minister authorizes a General Commercial Fishery for sablefish, the Minister will issue a sablefish licence to Maa-nulth for each Commercial Sablefish Licence that Maa-nulth has relinquished in accordance with paragraphs 55 and 56, once Maa-nulth has met the requirements of paragraph 58.
54. The sablefish licences issued in accordance with paragraph 53:
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel lengths and the same quotas as the Commercial Sablefish Licences that were relinquished; and
 - c) will be comparable to Commercial Sablefish Licences.
55. For the purposes of paragraph 53, Maa-nulth may relinquish Commercial Sablefish Licences that have been allocated, in total, up to 0.34 per cent of the Sablefish Commercial Total Allowable Catch and the licences issued in accordance with paragraph 53 are compensable as provided for in paragraph 95.
56. The licences relinquished for the purposes of paragraph 53 must be relinquished within 15

years of the coming into effect of this Harvest Agreement.

57. Maa-nulth may apply to the Minister to reallocate sablefish quota among the licences issued in accordance with paragraph 53 on the same basis as others in the General Commercial Fishery for sablefish.
58. Each year, for each licence to be issued in accordance with paragraph 53, Maa-nulth will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
59. The fishing and related activities contemplated by paragraph 53 will have comparable requirements to those of the General Commercial Fishery for sablefish.
60. Where Maa-nulth relinquishes a licence in accordance with paragraphs 55 and 56, the Parties will amend paragraph 61 of this Harvest Agreement and paragraph 6 of Appendix VI to include a description of the licence.
61. Maa-nulth has relinquished the following Commercial Sablefish Licences:

Crab

62. In any year that the Minister authorizes a General Commercial Fishery for Crab for Area E, the Minister will issue a Crab licence for Area E to Maa-nulth, once Maa-nulth has relinquished, to the Minister, the Commercial Crab Licence for Area E in accordance with paragraph 65 and once Maa-nulth has met the requirements of paragraph 63.
63. Each year, for the Crab licence to be issued in accordance with paragraph 62, Maa-nulth will complete an annual application, in accordance with Federal Law, identify in that application the vessel designated to be used, and meet all licence application requirements.
64. The Crab licence referred to in paragraph 62:
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel length as the Commercial Crab Licence that was relinquished; and
 - c) will be comparable to a Commercial Crab Licence for Area E.
65. Maa-nulth may relinquish one Commercial Crab Licence for the purposes of paragraph 62, which Commercial Crab Licence must be relinquished within 15 years of the coming into effect of this Harvest Agreement, and the licence issued under paragraph 62 will be compensable as provided for in paragraph 95.
66. The fishing and related activities contemplated by paragraph 62 will have comparable requirements as the General Commercial Fishery for Crab in Area E.

67. Where Maa-nulth relinquishes a licence in accordance with paragraph 65, the Parties will amend paragraph 68 of this Harvest Agreement and paragraph 5 of Appendix VI to include a description of the licence.
68. Maa-nulth has relinquished the following Commercial Crab Licence:

Prawn

69. In any year that the Minister authorizes a General Commercial Fishery for Prawn, the Minister will issue a Prawn licence to Maa-nulth once Maa-nulth has relinquished, to the Minister, a Commercial Prawn Licence in accordance with paragraphs 72 and 73, and once Maa-nulth has met the requirements of paragraph 70.
70. Each year, for the Prawn licence to be issued in accordance with paragraph 69, Maa-nulth will complete an annual application, in accordance with Federal Law, identify in that application the vessel to be used, and meet all licence application requirements.
71. The Prawn licence issued in accordance with paragraph 69:
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel length as the Commercial Prawn Licence that was relinquished; and
 - c) will be comparable to a Commercial Prawn Licence.
72. For the purposes of paragraph 69, Maa-nulth may relinquish one Commercial Prawn Licence and the Commercial Prawn Licence must have been issued as a result of the “Peters’ Settlement”, and the licence issued in accordance with paragraph 69 is compensable as provided for in paragraph 95.
73. The Commercial Prawn Licence relinquished for the purposes of paragraph 69 must be relinquished within 15 years of the coming into effect of this Harvest Agreement.
74. The fishing and related activities contemplated by paragraph 69 will have comparable requirements as the General Commercial Fishery for Prawn.
75. Where Maa-nulth relinquishes a Commercial Prawn Licence in accordance with paragraphs 72 and 73, the Parties will amend paragraph 75 of this Harvest Agreement and paragraph 5 of Appendix VII to include a description of the licence.
76. Maa-nulth has relinquished the following Commercial Prawn Licence:

Other provisions

77. The provisions of this Harvest Agreement are based on the fisheries management system at the time this Harvest Agreement is negotiated. If the fisheries management system, including but not limited to category of licence and a quota system, for a fishery in an area changes, the licences issued to implement this Harvest Agreement for the fishery in the area will be changed to the new system on the same basis as licences in the General Commercial Fishery for the fishery in that area.
78. If, in the General Commercial Fishery for salmon, halibut, rockfish, roe herring, sablefish, Crab or Prawn, there is a system to account and adjust for differences between catch and allocation, the same system will be used for the fishing contemplated by this Harvest Agreement for that fishery.
79. Maa-nulth's participation in integrated planning processes established by the Minister that are appropriate for the fishing contemplated by this Harvest Agreement will be on the same basis as for participants in the General Commercial Fishery for the species described in this Harvest Agreement.
80. Where the Minister establishes consultative processes with respect to changes in the fisheries management systems or management costs described in this Harvest Agreement, Maa-nulth may participate in these consultative processes on the same basis as participants in other commercial fisheries for those species.
81. In the case of a fishery that uses a quota system, the fishing contemplated by this Harvest Agreement will have comparable quota adjustments to those of the General Commercial Fishery for the fishery and, for greater certainty, paragraph 95 does not apply with respect to those quota adjustments.
82. If, in any year, Maa-nulth relinquishes a licence in-season for a fishery that uses a quota system, only the uncaught portion of the quota will be authorized under the comparable licence, for that year, issued in accordance with this Harvest Agreement.

Designation of Fishers and Vessels

83. The Maa-nulth will designate individuals to fish under the licences issued to implement this Agreement and the vessels that are used.
84. Maa-nulth will designate only one vessel for each licence issued to implement this Agreement, which vessel must be registered as defined in the *Fishery (General) Regulations*.
85. When the Maa-nulth designates an individual or vessel, the Maa-nulth will issue written documentation to the individual or vessel to indicate the designation.
86. Documentation referred to in clause 85 will:

- a) be in the English language, which version will be authoritative, and, at the discretion of the Maa-nulth, in the Nuu-chah-nulth language;
- b) in the case of an individual, include the name and address of the individual; and
- c) meet any requirements set out in the Maa-nulth Fisheries Operational Guidelines described in 10.4.39 of the Final Agreement, for the documentation of designations under the Maa-nulth First Nation Fishing Rights.

87. Maa-nulth will inform every individual who is designated to fish under a licence issued to implement this Harvest Agreement of the provisions of the licence.

Licences, Fees and Charges

88. Neither Canada nor British Columbia will charge a fee for the issuance of the licences issued to implement this Harvest Agreement.

89. Should participants in a commercial fishery that harvests stocks or species included in this Harvest Agreement be required to pay management costs, other than licence fees, Maa-nulth will be required to pay management costs for that stock or species on the same basis.

Ahousaht Litigation

90. For the purposes of paragraph 10.2.3 of the Final Agreement,

- a) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for salmon, and to sell the salmon caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix I and Appendix VIII;
- b) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for halibut and to sell the halibut caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix II and Appendix VIII;
- c) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for rockfish and to sell the rockfish caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix III and Appendix VIII;
- d) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for roe herring and to sell the roe herring caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix IV and Appendix VIII;

- e) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for sablefish and to sell the sablefish caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix V and Appendix VIII;
- f) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for Crab and to sell the Crab caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix VI and Appendix VIII; and
- g) if the court referred to in that paragraph determines in the Litigation that one or more of the plaintiffs has a right to fish for Prawn and to sell the Prawn caught on a commercial basis, the amendments to the Final Agreement and this Harvest Agreement are described in Appendix VII and Appendix VIII.

Amendment

- 91. At any time, a Party may give written notice to the other Parties that it wishes to amend this Harvest Agreement.
- 92. This Harvest Agreement may be amended with the written agreement of the Parties.
- 93. If, pursuant to paragraph 92, this Harvest Agreement is amended to include additional fishing access to what is provided for in paragraphs 14, 23, 29, 38, 47, 55, 65, and 72, then:
 - a) fair compensation is not payable under paragraph 95 to Maa-nulth in respect of that additional fishing access;
 - b) Canada or British Columbia may charge a fee for the issuance of the licences issued to implement this Harvest Agreement in respect of that additional fishing access; and
 - c) the licences that were relinquished may not be described in Appendices I to VII as relinquished licences, unless the Parties otherwise agree.

Termination and Compensation

- 94. Any Party may, on giving 120 days notice to the other Parties,
 - a) terminate or reduce any or all of the fishing access described in this Harvest Agreement; or
 - b) terminate this Harvest Agreement.

95. If, under paragraph 94, one or more of the Parties take any of the actions referred to in that paragraph, Maa-nulth is entitled to be paid fair compensation by the Party or Parties.
96. The Party or Parties that took action under paragraph 94 and Maa-nulth will negotiate and attempt to reach agreement on fair compensation.
97. The obligations of the Parties under paragraph 95 will survive termination.
98. If the Party or Parties cannot agree on the determination of fair compensation, the Parties agree to submit the issue to the process described in the Dispute Resolution chapter in the Final Agreement.
99. If the Party or Parties that took action under paragraph 94 and Maa-nulth agree, the fair compensation could consist in whole or in part of money or such other compensation as they may agree.
100. If all Parties agree, the fair compensation could consist in whole or in part of access to other species through an amendment to this Harvest Agreement made under paragraph 92. Unless the Parties otherwise agree, the amendment will be as described in paragraph 93.
101. If Maa-nulth and the Minister agree, fair compensation could consist in whole or in part of the issuance of licences for the General Commercial Fishery.

Notification

102. Where any notice, request, direction, information or other communication is required to be given pursuant to this Harvest Agreement, it will be in writing and delivered personally, by registered mail or courier or facsimile, and unless notice to the contrary is given, will be addressed to the Party at the address or number set out below:

For: Canada

Attention: Regional Director General
Fisheries and Oceans
Suite 200, 401 Burrard Street
Vancouver, British Columbia, V6C 3S4

Phone Number: (604) 666-6098

Fax Number: (604) 666-8956

For: British Columbia
Attention: Assistant Deputy Minister, Oceans and Marine Fisheries Division
Ministry of Environment
PO Box 9339
STN Prov Gov't
Victoria, British Columbia V9W 9M1

Phone Number(250) 356-9203
Fax Number (250) 953-3414

For: Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Attention: Chief Councillor
General Delivery
Kyoquot, British Columbia, V0P 1J0

Phone Number: (250) 323-5259
Fax Number: (250) 332-5210

For: Huu-ay-aht First Nations
Attention: Chief Councillor
Box 70
Bamfield, British Columbia, V0R 1B0

Phone Number: (250) 728-3414
Fax Number: (250) 728-1222

For: Toquaht Nation

Attention: Chief of Toquaht Nation
Box 759
1316 Pine Street
Ucluelet, British Columbia, V0R 3A0

Phone Number: (250) 726-4230

Fax Number: (250) 726-4403

For: Uchucklesaht Tribe

Attention: Chief Councillor

Box 1118

Port Alberni, British Columbia, V9Y 7L9

Phone Number: (250) 724-1832

Fax Number: (250) 724-1806

For: Ucluelet First Nation

Attention: Chief Councillor

Box 699

Ucluelet, British Columbia, V0R 3A0

Phone Number: (250) 726-7342

Fax Number: (250) 726-7552

103. A notice, request, direction, information or other communication referred to in paragraph 102 will be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile or delivered in person.

Judicial Determinations in respect of Validity

104. The Parties agree if any person initiates legal proceedings that challenge the validity of some or all of this Harvest Agreement, the Parties will defend the validity of the Harvest Agreement in any such proceedings.
105. If a superior court of British Columbia or the Supreme Court of Canada finally determines any provision of this Harvest Agreement to be invalid or unenforceable, the Parties will make best efforts to amend this Harvest Agreement to remedy or replace the provision.

Dispute Resolution

106. If any issue arises with respect to the interpretation of this Harvest Agreement and the Parties cannot reach an acceptable solution, the Parties agree to use the process described in the Dispute Resolution Chapter of the Final Agreement.

General

107. This Harvest Agreement shall be interpreted in accordance with the law in force in the Province of British Columbia, subject always to any paramount or applicable Federal Laws.
108. This Harvest Agreement constitutes the entire agreement among the Parties.
109. Neither Maa-nulth nor any Maa-nulth First Nation may assign this Harvest Agreement or any part thereof.
110. In this Harvest Agreement, a reference to a regulation includes every amendment to it, and any law enacted in substitution for it or in replacement of it.
111. For greater certainty, for Maa-nulth to fish under a licence issued to implement this Harvest Agreement, Maa-nulth will need, on the same basis as participants in the General Commercial Fishery, to have made the appropriate arrangements to have been allocated quota for other species.
112. Before the coming into effect of this Harvest Agreement, the Parties will agree on provisions to provide Maa-nulth with the ability to area re-select for fisheries contemplated by this Harvest Agreement on the same basis as others in the General Commercial Fishery for those fisheries.

THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the day and year first above written

EXECUTED in the presence of

) HER MAJESTY THE QUEEN
) IN RIGHT OF THE PROVINCE
) OF BRITISH COLUMBIA
) as represented by the Minister of
) Aboriginal Relations and
) Reconciliation
)
)
) _____

As to the authorized signatory for the
Minister of Aboriginal Relations
and Reconciliation

) Per: duly authorized signatory

EXECUTED in the presence of

) HER MAJESTY THE QUEEN IN RIGHT OF
) CANADA
) as represented by the Minister of
) Fisheries and Oceans or duly authorized
) signatory
)
)
) _____

As to the authorized signatory for the
Minister of Fisheries and Oceans

) Per: duly authorized signatory

EXECUTED in the presence of

) HUU-AY-AHT FIRST NATIONS
) as represented by HUU-ay-aht First
) Nations Government or duly
) authorized signatory
)
)
) _____

As to the signature of

) Per: duly authorized signatory

EXECUTED in the presence of

) KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'
) FIRST NATIONS as represented by
) Ka:'yu:'k't'h'/Che:k'tles7et'h' First
) Nations Government or duly
) authorized signatory

As to the signature of

)
)
)
) _____
) Per: duly authorized signatory

EXECUTED in the presence of

) TOQUAHT NATION as represented
) by Toquaht Nation Government or
) duly authorized signatory

As to the signature of

)
)
)
) _____
) Per: duly authorized signatory

EXECUTED in the presence of

) UCHUCKLESAHT TRIBE as
) represented by Uchucklesaht Tribe
) Government or duly authorized
) signatory

As to the signature of

)
)
)
) _____
) Per: duly authorized signatory

EXECUTED in the presence of

) UCLUELET FIRST NATION
) as represented by Ucluelet First
) Nation Government or duly
) authorized signatory

As to the signature of

)
)
)
) _____
) Per: duly authorized signatory

Appendix I

(Salmon)

1. Paragraphs 10 to 21 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix, with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for salmon for gill net for Area D, the Minister will issue a salmon licence for Area D to the Maa-nulth First Nations for each Area D Salmon Gill Net Licence described in paragraph 8, once the Maa-nulth First Nations have met the requirements of paragraph 3. The salmon licence will provide for the same maximum vessel length as the Area D Salmon Gill Net Licence described in paragraph 8.
 2. In any year that the Minister authorizes a General Commercial Fishery for salmon for troll for Area G, the Minister will issue a salmon licence for Area G to the Maa-nulth First Nations for each Area G Salmon Troll Licence described in paragraph 9, once the Maa-nulth First Nations have met the requirements of paragraph 3. The salmon licence will provide for the same maximum vessel length as the Area G Salmon Troll Licence described in paragraph 9.
 3. Each year, for each licence to be issued in accordance with paragraphs 1 and 2, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 4. The salmon licences issued in accordance with paragraphs 1 and 2 will be issued under Federal Law.
 5. The fishing and related activities contemplated by paragraph 1 will have comparable requirements to those of the General Commercial Fishery for salmon for Area D for gill net.
 6. The fishing and related activities contemplated by paragraph 2 will have comparable requirements to those of the General Commercial Fishery for salmon for Area G for troll.
 7. The salmon licences issued in accordance with paragraph 1 will be comparable to Area D Salmon Gill Net Licences and the salmon licences issued in accordance with paragraph 2 will be comparable to Area G Salmon Troll Licences.
 8. The Maa-nulth First Nations have relinquished the following Area D Salmon Gill

Net Licences:

9. The Maa-nulth First Nations have relinquished the following Area G Salmon Troll Licences:”
2. If, in the written request referred to in paragraph 10.2.3 of the Final Agreement, the Maa-nulth First Nations requested that the terminal salmon provisions of the Harvest Agreement be moved into the Final Agreement, paragraphs 22 to 26 of this Harvest Agreement will be deleted from this Harvest Agreement and the following provisions will be added to the new appendix to the Final Agreement together with the provisions described in paragraph 1 of this Appendix, with such consequential changes to the following provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for salmon for gill net for Area D, the Minister will issue a salmon licence for Area D to the Maa-nulth First Nations, once the Maa-nulth First Nations have met the requirements of paragraph 2.
 2. Each year, for the licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 3. The salmon licences issued in accordance with paragraph 1 will be issued under Federal Law and will provide for a maximum vessel length.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements to those of the General Commercial Fishery for salmon for Area D for gill net.
 5. The salmon licence issued in accordance with paragraph 1 will be comparable to Area D Salmon Gill Net Licences.”

Appendix II

(Halibut)

1. Paragraphs 27 to 35 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for halibut, the Minister will issue a halibut licence to the Maa-nulth First Nations for each Commercial Halibut Licence described in paragraph 6, once the Maa-nulth First Nations have met the requirements of paragraph 3. The halibut licence will provide for the same maximum vessel length and, unless the quota is reallocated in accordance with paragraph 5, the same quota as the Commercial Halibut Licence described in paragraph 6.
 2. The halibut licences issued in accordance with paragraph 1
 - (a) will be issued under Federal Law; and
 - (b) will be comparable to Commercial Halibut Licences.
 3. Each year, for each licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements to those of the General Commercial Fishery for halibut.
 5. The Maa-nulth First Nations may apply to the Minister to reallocate halibut quota among the licences issued in accordance with paragraph 1 on the same basis as others in the General Commercial Fishery for halibut.
 6. The Maa-nulth First Nations have relinquished the following Commercial Halibut Licences:”

Appendix III

(Rockfish)

1. Paragraphs 36 to 44 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for rockfish for the Outside Area, the Minister will issue a rockfish licence to the Maa-nulth First Nations for each Outside Area Commercial Rockfish Licence described in paragraph 6, once the Maa-nulth First Nations have met the requirements of paragraph 3. The rockfish licence will provide for the same maximum vessel length and, unless the quota is reallocated in accordance with paragraph 5, the same quota as the Outside Area Commercial Rockfish Licence described in paragraph 6.
 2. The rockfish licences issued in accordance with paragraph 1
 - a) will be issued under Federal Law; and
 - b) will be comparable to Outside Area Commercial Rockfish Licences.
 3. Each year, for each licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements to those of the General Commercial Fishery for rockfish.
 5. The Maa-nulth First Nations may apply to the Minister to reallocate rockfish quota among the licences issued in accordance with paragraphs 1 on the same basis as others in the General Commercial Fishery for rockfish.
 6. The Maa-nulth First Nations have relinquished the following Outside Area Commercial Rockfish Licences:”

Appendix IV

(Roe herring)

1. Paragraphs 45 to 52 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix with such consequential changes as may be necessary to give effect to them:
 1. “For each roe herring licence to be issued in accordance with paragraph 2, the Maa-nulth First Nations may select a Herring Management Area on the same basis as others in the General Commercial Fishery for roe herring for gill net.
 2. In any year that the Minister authorizes a General Commercial Fishery for roe herring for gill net, the Minister will issue, to the Maa-nulth First Nations, a roe herring licence for each Commercial Roe Herring Gill Net Licence described in paragraph 6, once the Maa-nulth First Nations have met the requirements of paragraph 3. The roe herring licence will be for the Herring Management Area selected by the Maa-nulth First Nation in accordance with paragraph 1.
 3. Each year, for each roe herring licence to be issued in accordance with paragraph 2, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 4. The roe herring licences issued in accordance with paragraph 2
 - a) will be issued under Federal Law; and
 - b) will be comparable to the Commercial Roe Herring Licences for the Herring Management Area selected.
 5. The fishing and related activities contemplated by paragraph 2 will have requirements comparable to those of the General Commercial Fishery for roe herring for gill net for the Herring Management Area selected.
 6. The Maa-nulth First Nations have relinquished the following Commercial Roe Gill Net Herring Licences:”

Appendix V

(Sablefish)

1. Paragraphs 53 to 61 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix, with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for sablefish, the Minister will issue a sablefish licence to the Maa-nulth First Nations for each Commercial Sablefish Licence described in paragraph 6, once the Maa-nulth First Nations have met the requirements of paragraph 3. The sablefish licence will provide for the same maximum vessel length and, unless the quota is reallocated in accordance with paragraph 5, the same quota as the Commercial Sablefish Licence described in paragraph 6.
 2. The sablefish licences issued in accordance with paragraph 1
 - a) will be issued under Federal Law; and
 - b) will be comparable to Commercial Sablefish Licences.
 3. Each year, for each licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an application, in accordance with Federal Law, identify, in that application, the vessel designated to be used, and meet all licence application requirements.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements to those of the General Commercial Fishery for sablefish.
 5. The Maa-nulth First Nations may apply to the Minister to reallocate sablefish quota among the licences issued in accordance with paragraph 1 on the same basis as others in the General Commercial Fishery for sablefish.
 6. The Maa-nulth First Nations has relinquished the following Commercial Sablefish Licences:”

Appendix VI

(Crab)

1. Paragraphs 62 to 68 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for Crab for Area E, the Minister will issue a Crab licence to the Maa-nulth First Nations for Area E, once the Maa-nulth First Nations have met the requirements of paragraph 2 if a Commercial Crab Licence for Area E is described in paragraph 5.
 2. Each year, for each Crab licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an annual application, in accordance with Federal Law, identify in that application the vessel to be used, and meet all licence application requirements.
 3. The Crab licence to be issued in accordance with paragraph 1
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel length as the Commercial Crab Licence described in paragraph 5; and
 - c) will be comparable to a Commercial Crab Licence for Area E.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements as the General Commercial Fishery for Crab in Area E.
 5. The Maa-nulth First Nations have relinquished the following Commercial Crab Licence for Area E:”

Appendix VII

(Prawn)

1. Paragraphs 69 to 76 of this Harvest Agreement will be deleted from this Harvest Agreement and the provisions in Appendix VIII together with the following provisions will be added to the Final Agreement as a new appendix with such consequential changes to these provisions as may be necessary to give effect to them:
 1. “In any year that the Minister authorizes a General Commercial Fishery for Prawn, the Minister will issue a Prawn licence to the Maa-nulth First Nations, once the Maa-nulth First Nation have met the requirements of paragraph 2 if a Commercial Prawn Licence is described in paragraph 5.
 2. Each year, for the Prawn licence to be issued in accordance with paragraph 1, the Maa-nulth First Nations will complete an annual application, in accordance with Federal Law, identify in that application the vessel to be used, and meet all licence application requirements.
 3. The Prawn licence referred to in paragraph 1
 - a) will be issued under Federal Law;
 - b) will provide for the same maximum vessel length as the Commercial Prawn Licence described in paragraph 5; and
 - c) will be comparable to a Commercial Prawn Licence.
 4. The fishing and related activities contemplated by paragraph 1 will have comparable requirements as the General Commercial Fishery for Prawn.
 5. The Maa-nulth First Nations have relinquished the following Commercial Prawn Licence:”

Appendix VIII

(General Provisions for all Species)

1. The following definitions will be added to the Final Agreement, with such consequential changes as may be necessary to give effect to them, and will apply with respect to the provisions added to the Final Agreement in accordance with paragraph 10.2.3 of the Final Agreement:

“In this Appendix,

“Area D” means Commercial Salmon Licence Area D, as described in the Pacific Region integrated fisheries management plan for salmon as established by the Minister, from time to time;

“Area D Salmon Gill Net Licence” means a Category A licence for Area D gill net issued under the *Pacific Fishery Regulations, 1993*;

“Area E” means Area E as described in the Pacific Region integrated fisheries management plan for Crab as established by the Minister, from time to time;

“Area G” means Commercial Salmon Licence Area G, as described in the Pacific Region integrated fisheries management plan for salmon as established by the Minister, from time to time;

“Area G Salmon Troll Licence” means a Category A licence for Area G troll issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Crab Licence” means a Category R licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Halibut Licence” means a Category L licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Prawn Licence” means a Category W licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Rockfish Licence” means a Category ZN licence issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Roe Herring Gill Net Licence” means a Category H licence for gill net issued under the *Pacific Fishery Regulations, 1993*;

“Commercial Sablefish Licence” means a Category K licence issued under the *Pacific Fishery Regulations, 1993*;

“Crab” means those species of crab that the Minister authorizes to be harvested by a Commercial Crab Licence for Area E;

“Federal Law” includes federal statutes, regulations, ordinances, Order-in-Council, by-laws and the common law;

“Final Agreement” means the final agreement between the Maa-nulth First Nations, Canada and British Columbia dated XXX called the Maa-nulth First Nations Final Agreement.

“General Commercial Fishery” means

in respect of salmon, the fishery for Category A licences issued under the *Pacific Fishery Regulations, 1993*;

- a) in respect of halibut, the fishery for Category L licences issued under the *Pacific Fishery Regulations, 1993*;
- b) in respect of rockfish, the fishery for Category ZN licences for the Outside Area issued under the *Pacific Fishery Regulations, 1993*;
- c) in respect of roe herring, the fishery for Category H licences for gill net issued under the *Pacific Fishery Regulations, 1993*;
- d) in respect of sablefish, the fishery for Category K licences issued under the *Pacific Fishery Regulations, 1993*;
- e) in respect of Crab, the fishery for Category R licences for Area E issued under the *Pacific Fishery Regulations, 1993*;and
- f) in respect of Prawn, the fishery for Category W licences issued under the *Pacific Fishery Regulations, 1993*;

“Groundfish Management Area” means a groundfish management area as described in the Pacific Region integrated fisheries management plan for groundfish as established by the Minister, from time to time;

“Halibut Canadian Commercial Total Allowable Catch” means the amount of Pacific halibut established by the Minister that is available for harvest in Canadian waters by fisheries for commercial purposes. This does not include amounts available for harvest by fisheries for test or enhancement purposes.

“Herring Management Area” means a herring management area as described in the Pacific Region integrated fisheries management plan for roe herring as established by the Minister, from time to time.

“Outside Area” means the outside area for rockfish as described in the Pacific Region integrated fisheries management plan for groundfish as established by the Minister, from time to time;

“Outside Area Commercial Rockfish Licence” means a Category ZN licence for the Outside Area issued under the *Pacific Fishery Regulations, 1993*;

“Prawn” means those species of prawn and other shrimp that the Minister authorizes to be harvested by a Commercial Prawn Licence;

“Rockfish Commercial Total Allowable Catch” means the amount of rockfish, established by the Minister, by species and area, that is available for harvest in Canadian waters by the commercial fishery for Category ZN licences for the Outside Area issued under the *Pacific Fishery Regulations, 1993*. This does not include amounts available for harvest by fisheries for test or enhancement purposes.

“Sablefish Commercial Total Allowable Catch” means the amount of Pacific sablefish established by the Minister that is available for harvest in Canadian waters by fisheries for commercial purposes by the Category K /Category FK fleet. This does not include amounts available for harvest by fisheries for test or enhancement purposes; and

“Terminal Commercial Total Allowable Catch”, in respect of a stock of sockeye salmon, means the amount, established by the Minister, of the stock that is available for harvest by fisheries for commercial purposes in a terminal area.”

2. The following provisions will be added to the Final Agreement, with such consequential changes as may be necessary to give effect to them, and will apply with respect to the provisions added to the Final Agreement in accordance with paragraph 10.2.3 of the Final Agreement:
 1. “The fishing and related activities contemplated by this Appendix is subject to measures necessary for conservation, public health or public safety.
 2. For greater certainty, the Minister retains the authority to manage commercial fisheries, including whether to have a commercial fishery and, if so, where and when it will occur.
 3. Where the Minister does not issue a licence to implement this Appendix because of measures necessary for conservation, public health or public safety, the Minister will provide written reasons to the Maa-nulth First Nations in a timely manner.
 4. The provisions of this Appendix are based on the situation at the time the Harvest Agreement was negotiated. If the fisheries management system, including but not limited to category of licence and a quota system, for a fishery in an area changes, the licences issued to implement this Appendix for the fishery in the area will be

changed to the new system on the same basis as licences in the General Commercial Fishery for the fishery in that area.

5. If, in the General Commercial Fishery for salmon, halibut, rockfish, roe herring, sablefish, Crab or Prawn, there is a system to account and adjust for differences between catch and allocation, the same system will be used for the fishing contemplated by this Appendix for that fishery.
6. The participation of the Maa-nulth First Nations in integrated planning processes established by the Minister that are appropriate for the fishing contemplated by this Appendix will be on the same basis as for participants in the General Commercial Fishery for the species described in this Appendix.
7. Where the Minister establishes consultative processes with respect to changes in the fisheries management systems or management costs described in this Appendix, the Maa-nulth First Nations may participate in these consultative processes on the same basis as participants in other commercial fisheries for those species.
8. The Maa-nulth First Nations will designate individuals to fish under the licences issued to implement this Appendix and the vessels that are used.
9. The Maa-nulth First Nations will designate only one vessel for each licence issued to implement this Appendix, which vessel must be registered as defined in the *Fishery (General) Regulations*.
10. When the Maa-nulth First Nations designates an individual or vessel, the Maa-nulth First Nations will issue written documentation to the individual or vessel to indicate the designation.
11. Documentation referred to in paragraph 10 will:
 - a) be in the English language, which version will be authoritative, and, at the discretion of the Maa-nulth First Nations, in the Nuu-chah-nulth language;
 - b) in the case of an individual, include the name and address of the individual; and
 - c) meet any requirements set out in the Maa-nulth Fisheries Operational Guidelines for the documentation of designations under the Maa-nulth First Nation Fishing Rights.
12. The Maa-nulth First Nations will inform every individual who is designated to fish under a licence issued to implement this Appendix of the provisions of the licence.

13. Neither Canada nor British Columbia will charge a fee for the issuance of the licences issued to implement this Appendix.
14. Should participants in a commercial fishery that harvests stocks or species included in this Appendix be required to pay management costs, other than licence fees, the Maa-nulth First Nations will be required to pay management costs for that stock or species on the same basis.
15. In the case of a fishery that uses a quota system, the fishing contemplated by this Appendix will have comparable quota adjustments to those of the General Commercial Fishery for the fishery.
16. Where, in any year, in accordance with paragraph 10.2.3 of the Final Agreement, provisions with respect to salmon, halibut, rockfish, roe herring, sablefish, Crab or Prawn are added to the Final Agreement and the fishery uses a quota system, the Maa-nulth First Nations will relinquish the comparable licences for the fishery issued in accordance with the Harvest Agreement and only the uncaught portion of the quota will be authorized in the licences issued under this Appendix for that year.
17. For greater certainty, for Maa-nulth First Nations to fish under a licence issued to implement this Appendix, Maa-nulth First Nations will need, on the same basis as participants in the General Commercial Fishery, to have made the appropriate arrangements to have been allocated quota for other species.”

