



Fisheries and Oceans
Canada

Pêches et Océans
Canada

FRASER SALMON COLLABORATIVE MANAGEMENT AGREEMENT

Effective July 5, 2019

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	PURPOSE AND INTERPRETATION	5
2.1	Purpose and Scope of Agreement	5
2.2	Interpretation.....	6
3.	COLLABORATIVE MANAGEMENT STRUCTURE	7
3.1	Board Structure	7
3.2	Principles	7
3.3	The Executive	7
3.4	The Fraser Salmon Management Board	8
3.5	The Joint Technical Committee	10
4.	DECISION MAKING PROCESS	10
4.1	Information Sharing	10
4.2	Work Plans	10
4.3	Decision Making.....	11
5.	SUPPORT, ADMINISTRATION AND FUNDING	12
5.1	Support.....	12
5.2	Administration	12
5.3	Funding.....	12
6.	PACIFIC SALMON COMMISSION	13
6.1	Appointments, Strategies and Positions.....	13
7.	REPORTING, REVIEW AND ON-GOING NEGOTIATION	14
7.1	Reporting.....	14
7.2	Review	14
7.3	On-Going Negotiations under the Framework Agreement	15
8.	DISPUTE RESOLUTION	16
8.1	Executive	16
8.2	Fraser Salmon Management Board	16
8.3	Joint Technical Committee.....	16
9.	TRANSITION	17
9.1	Knowledge Transfer	17
10.	GENERAL	17
10.1	Recitals and Appendices	17

10.2	Force Majeure	17
10.3	The Duty to Consult.....	17
10.4	Notice	17
10.5	Amendment and Waiver.....	18
10.6	Amendment of Schedule "A"	18
10.7	Severability.....	18
10.8	Assignment.....	18
10.9	Successors and Assigns	19
10.10	Time	19
10.11	Execution in Counterpart	19
10.12	Termination.....	19
SCHEDULE "A"		20
SCHEDULE "B"		22
SCHEDULE "C"		23
SCHEDULE "D"		29
SCHEDULE "E"		32
1.	PURPOSE.....	32
2.	MEMBERSHIP	32
3.	DECISION MAKING.....	32
SCHEDULE "F"		34
1.	PURPOSE.....	34
2.	STRUCTURE AND MEMBERSHIP	35
3.	DECISION MAKING.....	36
4.	FUNDING AND ADMINISTRATION	36
5.	MEETINGS.....	36
6.	INDEPENDENT CHAIR.....	36
SCHEDULE "G"		38
1.	PURPOSE.....	38
2.	STRUCTURE AND MEMBERSHIP	39
3.	DECISION MAKING.....	39

4.	FUNDING AND ADMINISTRATION	40
5.	MEETINGS.....	40
	SCHEDULE "H"	41

FRASER SALMON COLLABORATIVE MANAGEMENT AGREEMENT

THIS AGREEMENT made the 5th day of July, 2019.

BETWEEN:

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

(“**DFO**”)

OF THE FIRST PART

AND:

FRASER SALMON MANAGEMENT COUNCIL, a society incorporated
under the *Society Act* of British Columbia for and on behalf of its
Member Nations

(“**FSMC**”)

OF THE SECOND PART

(together, the “**Parties**” and any one a “**Party**”)

WHEREAS:

- A. Canada and the Member Nations are committed to achieving reconciliation as it relates to the governance, management, and conservation of Fraser Salmon through a renewed, nation-to-nation, government-to-government relationship based on the recognition of rights, respect, co-operation, and partnership as the foundation for transformative change.
- B. On August 30, 2016 the Parties entered into the Framework Agreement, which continued the Parties’ commitment that began in 2009 with the establishment of the Roadmap process as confirmed in the Letter of Understanding for the Development of Fraser Salmon Management Processes and Agreements, March 2012.
- C. Since 2012, and growing out of the Roadmap process, the Member Nations have developed a Tier 1 governance organization – the FSMC – which as of the signing of this Agreement has 76 Member Nations from the Regional Areas.
- D. Canada has committed to adopting and implementing the UNDRIP in accordance with the Canadian Constitution and announced Canada’s Principles in 2017.
- E. Canada recognizes that meaningful engagement with Indigenous peoples aims to secure their free, prior and informed consent, as identified in the UNDRIP, when Canada proposes to take actions which impact them and their rights, including their lands, territories and

resources, and has committed to building creative and innovative mechanisms that will help build deeper collaboration, consensus, and new ways of working together.

- F. The Parties recognize that a meaningful nation-to-nation, government-to-government relationship includes involving Indigenous people in effective decision making in the governance, management, and conservation of Fraser Salmon.
- G. Existing Aboriginal and Treaty rights are recognized and affirmed in section 35(1) of the *Constitution Act, 1982* and the Courts have clarified that after conservation measures, any allocation of priorities must give top priority to Aboriginal food, social and ceremonial fishing rights.
- H. The Member Nations rely on fair and ongoing access and continue to pursue priority to Fraser Salmon to sustainably support their way of life, including food security, promoting economic opportunities and sharing in the wealth generated from their lands, waters, and resources.
- I. As between Canada and the province of British Columbia, there are various species, including steelhead, over which the province of British Columbia purports to exercise some responsibilities, and in managing Fraser Salmon, DFO attempts to consider conservation and harvesting impacts on these species.
- J. Recognizing that both Canada and the Member Nations bring responsibilities, authorities, legal systems, policies, and values the Parties are committed to work together collaboratively on a nation-to-nation, government-to-government basis in a cooperative and respectful manner to make consensus decisions and recommendations, and to develop and implement processes and agreements, including this Agreement, that assist in the Collaborative Governance and Management and conservation of Fraser Salmon.
- K. The Parties recognize that transformative change in the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale is required to support reconciliation in the relationship between Canada and Indigenous peoples and the Parties intend that this Agreement will facilitate transformative change in the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale.
- L. To promote the Parties' success in implementing this Agreement, and in particular the work of the Fraser Salmon Management Board in the Collaborative Governance and Management and conservation of Fraser Salmon under this Agreement, the Parties recognize that the implementation of this Agreement will occur in an incremental manner to reflect the evolving priorities of the Parties and the need to develop and evolve the capacity of the Fraser Salmon Management Board.
- M. The Parties recognize that to promote durable outcomes in the Collaborative Governance and Management and conservation of Fraser Salmon it will be useful for the Parties to engage together, from time to time, with interested First Nations, local, regional, and provincial agencies and stakeholders.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual premises in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms in this Agreement are defined as follows unless otherwise indicated explicitly, by context, or otherwise:

“Agreement” means this Fraser Salmon Collaborative Management Agreement.

“Annual Work Plan” means the annual work plan of the Fraser Salmon Management Board and the Joint Technical Committee and any other committee or working group which may be developed and approved from time to time by the Fraser Salmon Management Board.

“Business Day” means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in the province of British Columbia and National Indigenous Peoples Day.

“Canada’s Principles” means Canada’s Principles Respecting the Government of Canada’s Relationship with Indigenous Peoples set out in Schedule “C” to this Agreement.

“Collaborative Governance and Management” means nation-to-nation, government-to-government arrangements that support recommendations and decision-making, authorities, responsibilities, laws, and jurisdictions being exercised collaboratively, including finding consensus and working together on planning, recommendations, decision making, decision implementation processes, and management.

“CSAS” means the Canadian Science Advisory Secretariat.

“CSPI” means the Southern BC Chinook Strategic Planning Initiative.

“Delegate” means an individual who is vested with the decision making power of their appointing authority.

“Executive” means the executive described and established under section 3.3 of this Agreement.

“First Nations” means the First Nations, who are Indigenous peoples, along the migratory route of Fraser Salmon, including Member Nations and First Nations who could become Member Nations.

“Framework Agreement” means *Nesika Oakut (“Our Own Way”) A Framework Agreement to Guide the Negotiations for Managing Fraser River Salmon* entered into between the Parties and dated August 30, 2016.

“Fraser Salmon” means all species of salmon, including sockeye, chinook, coho, pink, steelhead, and chum that live, travel through and are found within the Fraser River, as well as the habitat they rely upon, and the fisheries that exploit them, along their entire migratory route, and the inclusion of steelhead in this definition does not and is not intended to expand DFO’s jurisdiction or authority related to steelhead.

“Fraser Salmon Management Board” means the Tier 2 decision making board described and established under section 3.4 of this Agreement.

“Guiding Principles” means the FSMC/DFO collaborative guiding principles set out in Schedule “D” to this Agreement.

“IFMP” means those portions of DFO’s Integrated Fisheries Management Plans that apply to Fraser Salmon, recognizing that the salmon IFMP(s) also apply to other non-Fraser conservation units, and for the purposes of this Agreement, reference to IFMPs refers only to sections of an IFMP that apply to Fraser Salmon along their migratory route.

“Independent Chair” means the person selected by consensus of the Fraser Salmon Management Board to chair that Board in the manner set out in this Agreement and described in terms of reference developed and amended from time to time by consensus of the Fraser Salmon Management Board.

“Joint Technical Committee” means the Tier 2 committee described and established under section 3.5 of this Agreement.

“Migratory Route Scale” means any matter related to Fraser Salmon that triggers governance, management or conservation concerns or interests for two or more of the Regional Areas along the migratory route of Fraser Salmon.

“Minister” means the Minister of Fisheries, Oceans and the Canadian Coast Guard.

“Member Nations” means the member First Nations of the FSMC set out in Schedule “A” to this Agreement, as may be amended from time to time.

“Precautionary Principle” means in the Collaborative Governance and Management of Fraser Salmon when scientific information is uncertain, unreliable or inadequate the absence of adequate scientific information will not be used as a reason to postpone or fail to take action to avoid serious harm to Fraser Salmon.

“Regional Areas” means the Marine Approach/Vancouver Island, Lower Fraser, Mid-Fraser and Upper-Fraser areas along the migratory route of Fraser Salmon.

“SARA” means the *Species at Risk Act*, SC 2002, c 29 including all processes used to identify, plan and manage Fraser Salmon under that Act.

“Tier 1” means processes between and among Indigenous governments, including the First Nations.

“Tier 2” means processes between Indigenous governments and the federal or provincial governments.

“Tier 3” means processes that engage Indigenous governments, the federal or provincial governments and stakeholders.

“Transition Plan” means the transition plan set out in Schedule “H” to this Agreement.

“**UNDRIP**” means the *United Nations Declaration on the Rights of Indigenous Peoples*, GA Res 295, UNGAOR, 61st Sess, Supp No 49, UN Doc A/Res/91/295, 46 ILM 1013 (2007).

“**WSP**” means Canada's Policy for Conservation of Wild Pacific Salmon.

2. PURPOSE AND INTERPRETATION

2.1 Purpose and Scope of Agreement

This Agreement is intended to:

- a) create, promote, and support government-to-government, nation-to-nation structures for the Collaborative Governance and Management and conservation of Fraser Salmon, to be used and relied upon by Canada and the FSMC including providing Guiding Principles, roles and processes for the Executive, Fraser Salmon Management Board, and Joint Technical Committee;
- b) support the collaborative exercise by DFO and the Member Nations of their respective decision making authorities, responsibilities, laws and jurisdictions as they relate to Fraser Salmon;
- c) provide a framework for effective Tier 2 decision making by the Parties in the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, on the topics and priorities identified in accordance with the Fraser Salmon Management Board’s Annual Work Plan, including:
 - (i) the development, finalization, and implementation of fisheries management and conservation plans, including such things as the annual conservation and spawning escapement plans, pre-season management objectives, plans and decisions, harvest plans, monitoring plans, Indigenous guardians and enforcement, IFMPs, SARA listings and recovery plans, WSP plans, and CSPI plans;
 - (ii) in-season fisheries management decisions, including those informing the opening and closing of any fisheries, in circumstances where the in-season proposal varies from pre-season management objectives, plans, and decisions;
 - (iii) the continued development and refinement of baseline, stock assessment and other research and information gathering, monitoring, and analysis, including CSAS processes;
 - (iv) prioritizing, developing, and sharing science and traditional Indigenous ecological knowledge, information and research, including protocols for the gathering, studying, and interpretation of data;
 - (v) the development, finalization, and implementation of access and allocation agreements and arrangements for Member Nations, and for fisheries that have the potential to impact Fraser Salmon;
 - (vi) the development and refinement of policies, processes and operations; and

- (vii) any other matter agreed to by the Parties related to Fraser Salmon at the Migratory Route Scale.
- d) For greater clarity, the purpose and scope of this Agreement does not and is not intended to replace the exercise of the Member Nations' and DFO's decision making authorities, responsibilities, laws, and jurisdictions related to Fraser Salmon exercised at any other scale, including at the provincial, Regional Area, and local scale.
- e) For greater clarity, the Parties intend that the implementation of this Agreement, and in particular section 2.1, will be incremental and based on priorities achieved on a consensus basis, through the approval of the Annual Work Plan of the Fraser Salmon Management Board.

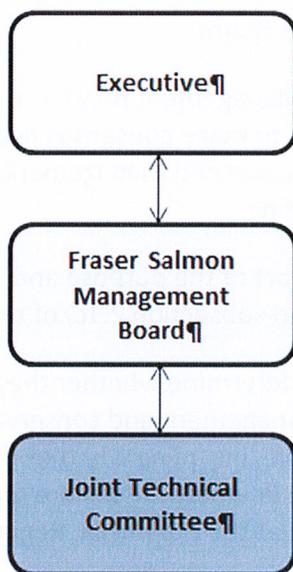
2.2 Interpretation

- a) The Parties agree that this Agreement:
 - (i) is made without prejudice to the positions taken by DFO, FSMC or the Member Nations with respect to Aboriginal or Treaty rights;
 - (ii) does not define, determine or extinguish the existence, nature or scope of Aboriginal or Treaty rights or Crown rights or title;
 - (iii) is not a land claims agreement or Treaty within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
 - (iv) does not affect any Aboriginal or Treaty rights of any Indigenous peoples, including the First Nations and the Member Nations;
 - (v) does not oblige the Parties, including the Minister, the FSMC and the Member Nations, to act in a manner inconsistent with their legislative or regulatory jurisdictions or authorities, or their laws, customs and traditions; and
 - (vi) does not fetter the decision-making authorities of any of the Parties, including the Minister, the FSMC and the Member Nations.
- b) In this Agreement, including means "including, but not limited to" and include means "include, but are not limited to."
- c) Wherever the singular or masculine is used in this Agreement, it will be deemed to include the plural and feminine, where the context so requires.
- d) The headings and sub-headings within this Agreement are for convenience only, do not form a substantive part of this Agreement and are not to be used to define, limit, alter or enlarge the scope or meaning of any other provision of this Agreement.

3. COLLABORATIVE MANAGEMENT STRUCTURE

3.1 Board Structure

- a) The Parties hereby together create and agree to support and rely upon the nation-to-nation bodies established under this Agreement using the following basic Tier 2 structure, which is illustrated in the chart attached as Schedule “B” to this Agreement:



3.2 Principles

- a) The Executive, Fraser Salmon Management Board and Joint Technical Committee will be guided in all of their work by Canada’s Principles and the Guiding Principles.

3.3 The Executive

- a) The purpose of the Executive is to work on a government-to-government, nation-to-nation basis to find solutions and make consensus decisions that support the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including with respect to:
- (i) providing the Fraser Salmon Management Board with direction and mandates necessary for the Collaborative Governance and Management and conservation of Fraser Salmon;
 - (ii) if/when the Fraser Salmon Management Board has been unable to reach a consensus decision or recommendation and requests assistance from the Executive, or a Party intends to make a unilateral decision; or
 - (iii) if/when either Party proposes to make a decision or implement an action that is substantively inconsistent with a consensus recommendation of the Fraser Salmon Management Board.

- b) The Executive will be comprised of an equal number of representatives appointed by FSMC and DFO, will not be populated by more than 2 total representatives at any one time and will strive to make all decisions by consensus.
- c) The Executive will be guided by the terms of reference set out in Schedule “E” to this Agreement and, on recommendation of the Fraser Salmon Management Board, the Executive may refine and amend these terms of reference from time to time as required.

3.4 The Fraser Salmon Management Board

- a) The purpose of the Fraser Salmon Management Board is to work on a government-to-government, nation-to-nation basis to make consensus decisions and recommendations to the Parties on the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including:
 - (i) all decisions in support of the purpose and scope set out in subsection 2.1a), subsection 2.1b), and subsection 2.1c) of this Agreement;
 - (ii) screening issues to determine whether they fall within the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including whether they are of common interest to the Parties at such scale or whether they are more appropriately addressed at another scale, being at the provincial, Regional Area or local scale;
 - (iii) providing operational direction to, and oversight of, the Joint Technical Committee, including:
 - (1) reviewing, approving and amending the Joint Technical Committee’s Annual Work Plan; and
 - (2) providing the Joint Technical Committee with management direction, including identification of technical issues, questions and management evaluation frameworks in support of the Collaborative Governance and Management and conservation of Fraser Salmon;
 - (iv) creating and overseeing committees and their Work Plans, as appropriate;
 - (v) developing and distributing Tier 2 information related to Fraser Salmon, including to Member Nations and interested First Nations; and
 - (vi) developing and implementing Tier 3 processes to provide advice and recommendations to the Executive, the Fraser Salmon Management Board, and the Joint Technical Committee, as appropriate;

all in accordance with the Fraser Salmon Management Board’s Annual Work Plan.

- b) The Fraser Salmon Management Board will be comprised of an equal number of representatives appointed by each of FSMC and DFO, will not be populated by more than 8 total representatives at any one time and will strive to make all recommendations and decisions by consensus.
- c) The Fraser Salmon Management Board will invite the participation of technical experts and advisors of DFO or the Member Nations and their regional bodies to assist in the work of the Board.
- d) The Fraser Salmon Management Board will be guided by the terms of reference set out in Schedule "F" to this Agreement, which on the recommendation of the Fraser Salmon Management Board, will be refined and amended from time to time by the Executive, as required.
- e) In implementing this Agreement, including to effect transformative change in the Collaborative Governance and Management of Fraser Salmon to promote conservation, the Precautionary Principle must be applied and after conservation measures First Nations must be accorded top priority to Fraser Salmon for food, social, and ceremonial fisheries.
- f) The Fraser Salmon Management Board, when completing the work set out in section 2.1c)(i), will collaborate in the development, finalization, and implementation of fisheries management and conservation plans related to Fraser Salmon, and confirm in all such plans the conservation targets and approaches to achieve top priority for food, social and ceremonial fisheries, in particular in times of reduced returns of any species of Fraser Salmon, being returns of that species that are insufficient to meet the reasonable needs of First Nations for food, social, and ceremonial purposes.
- g) As a priority in implementing sections 3.4e) and 3.4f), the Fraser Salmon Management Board will work to reach consensus decisions or recommendations on the fisheries management measures (for example, such things as gear restrictions, closed areas and closures of specific fisheries) related to all fisheries that harvest or have other fishery induced mortality on Fraser chinook, Interior Fraser Coho, Interior Fraser Steelhead, and all Fraser Salmon that are recommended for listing by COSEWIC as threatened or endangered under SARA or otherwise identified as species requiring rebuilding plans under the *Fisheries Act*, RSC 1985, c F-14 or regulations.
- h) The Parties acknowledge that the work of the Fraser Salmon Management Board must be conducted using incremental approaches to the variety of issues and challenges associated with implementing a nation-to-nation, government-to-government approach based on Canada's Principles and the Guiding Principles for the Collaborative Governance and Management and conservation of Fraser Salmon.
- i) The Parties will use the Transition Plan and the Annual Work Plans to identify, evolve and, refine the priorities of activities conducted pursuant to this Agreement.

3.5 The Joint Technical Committee

- a) The purpose of the Joint Technical Committee is to transparently and collaboratively review, examine, and assess a broad range of relevant data and information and provide to the Fraser Salmon Management Board the technical information, recommendations, and advice relevant to the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, in accordance with its Annual Work Plan.
- b) The Joint Technical Committee will be comprised of an equal number of representatives appointed by FSMC and DFO, will not be populated by more than 10 total representatives at any one time and will strive to provide the Fraser Salmon Management Board with technical information, recommendations and advice, supported by consensus where attainable, and describe alternatives where consensus cannot be reached.
- c) The Joint Technical Committee is to report to and work under the direction of the Fraser Salmon Management Board.
- d) The Joint Technical Committee will invite the participation of technical experts and advisors of DFO and the Member Nations and their regional bodies to assist in the work of the Joint Technical Committee.
- e) The Joint Technical Committee will be guided by the terms of reference set out in Schedule "G" to this Agreement and, in consultation with the Joint Technical Committee, the Fraser Salmon Management Board may refine and amend these terms of reference from time to time as required.

4. **DECISION MAKING PROCESS**

4.1 Information Sharing

- a) Upon request, and subject to applicable information sharing protocols and agreements, the Parties will provide the Executive, Fraser Salmon Management Board, and Joint Technical Committee with information in their possession or control which may reasonably assist the Parties in the Collaborative Governance and Management and conservation of Fraser Salmon, including assisting the Executive, Fraser Salmon Management Board, and Joint Technical Committee to implement this Agreement.
- b) The Parties will develop required information sharing protocols and agreements to support the sharing of information required by this Agreement and in the Collaborative Governance and Management and conservation of Fraser Salmon, including those protocols and agreements required related to confidential or private information, and these sharing protocols may include sharing of information at Tier 2, Tier 3 and otherwise as required.

4.2 Work Plans

- a) On or before March 31 of each fiscal year the Fraser Salmon Management Board will finalize the Annual Work Plans for the Fraser Salmon Management Board and Joint Technical Committee.

- b) The Fraser Salmon Management Board and Joint Technical Committee will carry out their Annual Work Plans.

4.3 Decision Making

- a) The Parties will strive to reach consensus decisions and recommendations in the Collaborative Governance and Management and conservation of Fraser Salmon on the scope and purpose outlined in section 2.1 above, through the Executive and Fraser Salmon Management Board as supported by the Joint Technical Committee.
- b) Relying upon the Annual Work Plans to set priorities and implement incremental approaches, the Parties direct and authorize the Fraser Salmon Management Board to work to reach consensus decisions and recommendations on the Collaborative Governance and Management and conservation of Fraser Salmon on the scope and purpose set out in section 2.1 above and, in completing this work, the Fraser Salmon Management Board will receive and consider the technical information, recommendations, and advice of the Joint Technical Committee.
- c) The Parties will implement consensus decisions of the Fraser Salmon Management Board and the Executive, and will consider and respect recommendations and advice of the Joint Technical Committee and the Fraser Salmon Management Board.
- d) In the event that either Party intends to reject, vary, set aside or replace a consensus decision or recommendation made by the Fraser Salmon Management Board, or in the event that consensus at the Executive has not been reached and a Party must make a decision, that Party must provide the Executive, in a timely manner, with written reasons which must include a detailed explanation as to:
 - (i) why the decision, rejection or variation must be made, including the technical, management and/or policy basis in support of the decision, rejection or variation;
 - (ii) how the proposed decision, rejection or variation is consistent with Canada's Principles and the Guiding Principles;
 - (iii) how the proposed decision, rejection or variation is consistent with the law;
 - (iv) how the proposed decision, rejection or variation furthers the goal of the effective Collaborative Governance and Management and conservation of Fraser Salmon; and
 - (v) how the proposed decision, rejection or variation furthers reconciliation between Canada and the Member Nations.
- e) Upon receiving written reasons under subsection 4.3d) the Executive must meet and engage in good faith discussions and negotiations in an attempt to reach a mutually acceptable resolution, including relying where appropriate on the options set out in subsection 8.1a).

- f) The Parties acknowledge that if an emergency circumstance arises that triggers a Migratory Route Scale issue, where possible the Parties will rely on the Fraser Salmon Management Board to provide recommendations to the Executive and if an emergency situation makes it impossible for the Parties to rely on the Fraser Salmon Management Board, the Executive will make reasonable efforts to discuss the situation and wherever possible reach consensus on any necessary course of action and, as soon as practical, the Executive will provide written reasons to the Fraser Salmon Management Board outlining the emergency circumstances and any action taken.

5. SUPPORT, ADMINISTRATION AND FUNDING

5.1 Support

- a) Each Party commits to provide the human and financial resources necessary to effectively implement this Agreement and maintain the proper functioning of the Executive, Fraser Salmon Management Board, and Joint Technical Committee, subject to available resources and the funding required as set out in section 5.3 below.

5.2 Administration

- a) In support of the implementation of this Agreement the FSMC will provide required administration and support for:
- (i) Tier 1 processes, including information sharing and engagement with interested First Nations, and mandates and decision making with Member Nations;
 - (ii) the Fraser Salmon Management Board;
 - (iii) the Joint Technical Committee;
 - (iv) Tier 3 processes agreed upon by the Parties; and
 - (v) any further committees, sub-committees or processes that may be developed by the Fraser Salmon Management Board or the Joint Technical Committee pursuant to this Agreement;

provided sufficient funding is available and in place to allow the FSMC to effectively provide such administration and support.

5.3 Funding

- a) The Parties agree to negotiate in good faith funding agreements which will allow the FSMC to effectively implement this Agreement, provided sufficient funding is available, and this includes the Tier 1 processes required to support FSMC's meaningful and mandated participation on the Executive, the Fraser Salmon Management Board, the Joint Technical Committee, and the FSMC's support for the Pacific Salmon Commission activities set out in section 6.1 below.

- b) It is acknowledged by the Parties that a key objective shared by the Parties is to implement multi-year funding agreements as soon as possible.

6. PACIFIC SALMON COMMISSION

6.1 Appointments, Strategies and Positions

- a) The Parties agree that:

- (i) working collaboratively with the First Nations Fisheries Council, the FSMC will provide qualified nominations for appointment by the Minister, or his or her Delegate of:
 - (1) the First Nations Fraser member(s) for the Pacific Salmon Commission;
 - (2) the First Nations members to the Fraser River Panel;
 - (3) the First Nation Fraser member(s) to the Southern Panel; and
 - (4) the technical committees that support the work of the Pacific Salmon Commission, the Fraser River Panel, and the Southern Panel;
- (ii) the Minister or his or her Delegate will select from the nominations put forward by the FSMC to make the appointments described in 6.1a)(i);
- (iii) all appointments described in 6.1a)(ii) will be mandated by the Minister to represent Canada's interests and by the FSMC to represent their Fraser Salmon interests;
- (iv) working collaboratively with the First Nations Fisheries Council and the First Nation Caucus of the Pacific Salmon Commission, the FSMC will develop and implement an ongoing and timely process for mandates and information sharing with those appointed pursuant to 6.1a)(ii);
- (v) the Parties, with advice from the Fraser Salmon Management Board, will develop and implement improvements and opportunities to increase effective First Nation participation in decision making and participation on the Fraser Panel, which will include increasing the number of First Nation representatives on the Canadian Caucus of the Fraser Panel to 4 First Nation representatives nominated by the FSMC by November 30, 2019;
- (vi) further good faith discussions will be held by the Parties, and with the First Nation Fisheries Council and the First Nation Caucus of the Pacific Salmon Commission on:
 - (1) how to best increase effective First Nation involvement on the Southern Panel and Pacific Salmon Commission to support the objectives of this

Agreement and to support the effectiveness of the Pacific Salmon Commission process for all parties;

- (2) options to further the shared objective of effective First Nation participation on the Fraser Panel which could include such things as improving decision making processes and additional increases to the number of First Nations representatives on the Canadian Caucus of the Fraser Panel while supporting the objectives of the Panel and the Pacific Salmon Treaty; and
- (vii) Canada acknowledges the FSMC's objective of having 6 First Nation representatives (50%) of the Canadian Caucus of the Fraser Panel.

7. REPORTING, REVIEW AND ON-GOING NEGOTIATION

7.1 Reporting

- a) Annually in the first three years of this Agreement, and each five years thereafter, or sooner upon request by the Executive, the Fraser Salmon Management Board, assisted by its Independent Chair, will prepare a detailed report for presentation to the Parties by May 31 of the current year, or such other date as may be agreed to by the Parties, which must include:
 - (i) review and reporting on the activities of the Fraser Salmon Management Board;
 - (ii) review and reporting on the activities of the Joint Technical Committee and any other committee or working group which may be developed from time to time by the Fraser Salmon Management Board; and
 - (iii) an assessment of the challenges and effectiveness of the Executive, Fraser Salmon Management Board and Joint Technical Committee and how the Executive, Fraser Salmon Management Board and Joint Technical Committee may need to be changed, improved or replaced to meet the Parties' intentions of effecting transformative change.

7.2 Review

- a) Within 60 days of receiving a report developed pursuant to section 7.1, the Parties agree to meet to review the progress and accomplishments of the Executive, Fraser Salmon Management Board and Joint Technical Committee in order to identify areas in need of improvement and/or further development of collaborative management authorities and processes relating to Fraser Salmon, and that such discussions may include:
 - (i) steps the Parties will take to effect changes necessary for improvement of Tier 2 decision making processes, including any changes to the size, make up and workings of the Executive, the Fraser Salmon Management Board and the Joint Technical Committee;

- (ii) specific or general delegations of decision making authority from the Minister and/or Member Nations to the Fraser Salmon Management Board;
 - (iii) the effectiveness of section 6.1 of this Agreement in helping the Parties implement Collaborative Governance and Management and conservation of Fraser Salmon;
 - (iv) legislative, operational or policy actions in support of nation-to-nation, government-to-government Collaborative Governance and Management and conservation of Fraser Salmon, including the implementation of this Agreement; and
 - (v) the progress and effectiveness of the on-going negotiations of the Parties described in section 7.3 of this Agreement.
- b) By agreement of the Parties, the review conducted under subsection 7.2a) may include whether the Executive, Fraser Salmon Management Board, and Joint Technical Committee could be an appropriate government-to-government, nation-to-nation structure, or whether they have advice on an alternative structure, for consideration of any of the following at the Migratory Route Scale, recognizing that these items are not specifically listed in the Framework Agreement:
- (i) Tier 2 processes and decisions regarding the removal, siting and licensing of fin fish aquaculture along the migratory route of Fraser Salmon;
 - (ii) Tier 2 environmental assessments and related habitat regulatory decisions and processes related to Fraser Salmon;
 - (iii) Tier 2 habitat management decisions, including policy directions and regulatory decisions related to Fraser Salmon;
 - (iv) Tier 2 governance and management structures for other migratory species, including for example oolichan and sturgeon, as well as the habitats they rely upon and the fisheries that exploit them along their entire migratory route; and
 - (v) any other matter agreed to by the Parties.

7.3 On-Going Negotiations under the Framework Agreement

- a) The Parties acknowledge their continued commitments to the good faith negotiations required under the Framework Agreement (*Nesika Oakut*) and the Letter of Understanding for the Development of Fraser Salmon Management Processes and Agreements.
- b) When conducting negotiations under the Framework Agreement, the Parties will invite and consider the input of the Fraser Salmon Management Board and consider the Fraser Salmon Management Board's on-going work.

8. DISPUTE RESOLUTION

8.1 Executive

- a) In the event that the Executive is unable to reach consensus in a timely manner on a matter referred to it under this Agreement, including those set out in subsection 4.3d) and subsection 8.2a), each of the Parties, including the Minister, the FSMC and the Member Nations:
 - (i) may make required decisions in a timely manner according to applicable laws, jurisdictions, authorities, and responsibilities;
 - (ii) may pursue obtaining remedies, including legal remedies, using any legally available processes, including in a court of competent jurisdiction; and
 - (iii) may pursue by consensus the identification of further steps that may be taken by the Fraser Salmon Management Board to resolve the dispute, including engaging mediators or facilitators on agreed upon terms of reference.

8.2 Fraser Salmon Management Board

- a) In the event that the Fraser Salmon Management Board is unable to reach consensus in a timely manner with the assistance of its Independent Chair, the Fraser Salmon Management Board will refer the matter to the Executive for direction or decision in a timely manner.
- b) A reference to the Executive pursuant to subsection 8.2a) will include a detailed report from the Independent Chair setting out a description of the dispute, the positions and rationale taken by the Parties, potential options for resolution identified to date and suggested steps to resolve the dispute.

8.3 Joint Technical Committee

- a) In the event that the Joint Technical Committee encounters disputes that they are unable to resolve, the matter will be referred to the Fraser Salmon Management Board for direction and/or resolution.
- b) The Joint Technical Committee discusses and debates technical information and data on their own merits resulting in advice and recommendations, supported by consensus where attainable, and detailing alternatives where consensus cannot be reached and these outputs will be forwarded to the Fraser Salmon Management Board for timely consideration or delivered to the Fraser Salmon Management Board through a joint presentation by the Joint Technical Committee's co-chairs.

9. TRANSITION

9.1 Knowledge Transfer

- a) The Parties agree to carry out the Transition Plan set out in Schedule "H" to this Agreement with the goal of transferring and building upon the experience developed through previously existing processes.

10. GENERAL

10.1 Recitals and Appendices

- a) The recitals set out at the beginning of this Agreement and the schedules set out at the end of this Agreement form integral parts of this Agreement.

10.2 Force Majeure

- a) If any Party fails to perform any of its obligations hereunder and such failure is due to flood, fire, explosion, strike, lockout or other labour disturbance or due to any cause whatsoever beyond its control, then the Party will not be deemed to be in default and the time for performance will be extended until the event of force majeure has been resolved or has passed.

10.3 The Duty to Consult

- a) Without predetermining the sufficiency of such consultation or accommodations, the ongoing work of the Executive, Fraser Salmon Management Board, and Joint Technical Committee may contribute towards the duty of Canada to consult or accommodate the Member Nations on specific issues at the Migratory Route Scale.

10.4 Notice

- a) Any notice or communication required to be given under this Agreement will be sufficiently given or made for all purposes if by email transmission, if delivered by courier, or if sent by first class prepaid registered mail within Canada, addressed as follows:

In the case of DFO:

Attn: Regional Director General
200-401 Burrard St
Vancouver BC V6C 3S4
Fax: 604-666-1847
Email: info@dfo-mpo.gc.ca

In the case of FSMC:

C/o Scw'exmx Tribal Council
#202-1090 Coutlee Ave
PO Box 188 Merritt BC V1K 1B8

fax 250-378-9119
email: neil@nicolatribal.org

- b) Any notice that is sent by mail will be deemed to have been received on the third Business Day after the date on which the same was deposited in a receptacle for the deposit of mail maintained by Canada Post Corporation or its successors and, in the event of any disruption, strike or interruption in the Canadian postal service after mailing and prior to receipt of deemed receipt, notice will be deemed to have been received on the third Business Day following full resumption of the Canadian postal service.
- c) Any notice that is delivered by email transmission or courier will be deemed to have been received on the day of delivery or transmission unless that day is not a Business Day, in which case it will be deemed to have been delivered on the next Business Day.
- d) By giving the other Party at least five Business Days' notice, any Party may change its address for delivery to any other address in British Columbia.

10.5 Amendment and Waiver

- a) No amendment, waiver or termination of this Agreement or its schedules will be binding unless consented to in writing by both Parties.
- b) No waiver of any provision of this Agreement or default by any Party will be deemed or will constitute a continuing waiver or in any manner release any Party from compliance with any provision, condition or requirement in the future unless otherwise expressly provided, nor will any delay or omission of either Party to exercise any right under this Agreement or in any manner, impair the exercise of any such right accruing to it thereafter.

10.6 Amendment of Schedule "A"

- a) Notwithstanding section 10.5 of this Agreement, and upon reasonable notice being given to DFO, the FSMC may amend Schedule "A" of this Agreement to reflect changes in the Member Nations of the FSMC.

10.7 Severability

- a) If any provision of this Agreement is invalid or unenforceable the remainder of this Agreement will not be affected thereby and each provision of this Agreement will separately be valid and enforceable.

10.8 Assignment

- a) Neither Party will be permitted to sell, assign, transfer or otherwise dispose of its interest in this Agreement without the prior approval of the other Party.

10.9 Successors and Assigns

- a) All of this Agreement will be binding upon the Parties and their respective successors and permitted assigns and will enure to the benefit of and be enforceable by the Parties and the successors and permitted assigns of any Party only to the extent that they are successors and permitted assigns under this Agreement.

10.10 Time

- a) Time will be of the essence of this Agreement, except as specifically provided otherwise in this Agreement.

10.11 Execution in Counterpart

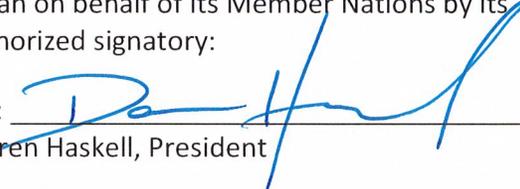
- a) This Agreement may be executed in separate counterparts, each of which when so executed will be deemed to be an original.

10.12 Termination

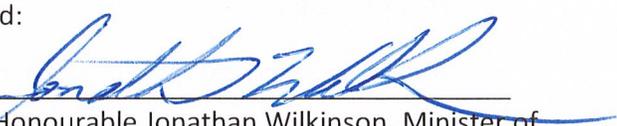
- a) This Agreement may be terminated by either Party provided the following steps have been taken:
 - (i) in the event of a fundamental breach, upon 30 days written notice to the other Party together with an explanation of the fundamental breach and a meeting with the Executive to determine what immediate corrective action, if any, is possible; and
 - (ii) in any other case, upon 1 year written notice to the Executive together with an explanation regarding that Party's concerns and a meeting with the Executive to determine what process and corrective action, if any, is possible.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 5th day of July, 2019.

FRASER SALMON MANAGEMENT COUNCIL
for an on behalf of its Member Nations by its
authorized signatory:

Per: 
Darren Haskell, President

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**, as represented by the Minister of
Fisheries, Oceans and the Canadian Coast
Guard:

Per: 
The Honourable Jonathan Wilkinson, Minister of
Fisheries, Oceans and the Canadian Coast Guard

SCHEDULE "A"
FSMC Member Nations

The following First Nations comprise the Member Nations of the FSMC as of July 5, 2019:

Mid-Fraser

- | | |
|---------------------------|------------------------------|
| 1. Adams Lake | 2. Bonaparte |
| 3. Coldwater | 4. Cook's Ferry |
| 5. High Bar | 6. Little Shuswap Lake |
| 7. Lower Nicola | 8. Lower Similkameen |
| 9. Neskonlith | 10. Nicomen |
| 11. Nooaitch | 12. Okanagan |
| 13. Osoyoos | 14. Penticton |
| 15. Shackan | 16. Shuswap |
| 17. Simpcw First Nation | 18. Siska |
| 19. Skeetchestn | 20. Splatstin |
| 21. T'it'q'et | 22. Tk'emlúps te Secwépemc |
| 23. Tsal'alh | 24. Upper Nicola |
| 25. Westbank First Nation | 26. Whispering Pines/Clinton |
| 27. Douglas | |

Upper Fraser

- | | |
|--------------------------------------|------------------------|
| 28. Burns Lake | 29. Canim Lake |
| 30. Stswecem'c Xgat'tem First Nation | 31. Esk'etemc |
| 32. Lhtako Dené Nation | 33. Lheidli T'enneh |
| 34. Nak'azdli Whut'en | 35. Nazko First Nation |
| 36. Saik'uz First Nation | 37. Soda Creek |

38. Stelat'en First Nation

40. Tl'azt'en Nation

42. Williams Lake

39. Takla Nation

41. Wet'suwet'en First Nation

43. Yekooche First Nation

Lower Fraser

44. Chawathil

46. Katzie

48. Kwaw-Kwaw-Apilt

50. Samahquam

52. Shxw'ow'hamel First Nation

54. Skawahlook First Nation

56. Soowahlie

58. Sts'ailes

60. Tsawwassen First Nation

62. Yale First Nation

45. Cheam

47. Kwantlen First Nation

49. Matsqui First Nation

51. Seabird Island

53. Shxwhá:y Village

55. Skowkale

57. Squiala First Nation

59. Sumas First Nation

61. Tzeachten

Marine Approach/Island

63. Campbell River

65. Cowichan

67. Ehattesaht

69. Halalt

71. Namgis First Nation

73. Penelakut Tribe

75. Quatsino

64. Cape Mudge

66. Ditidaht

68. Gwa'Sala-Nakwaxda'xw

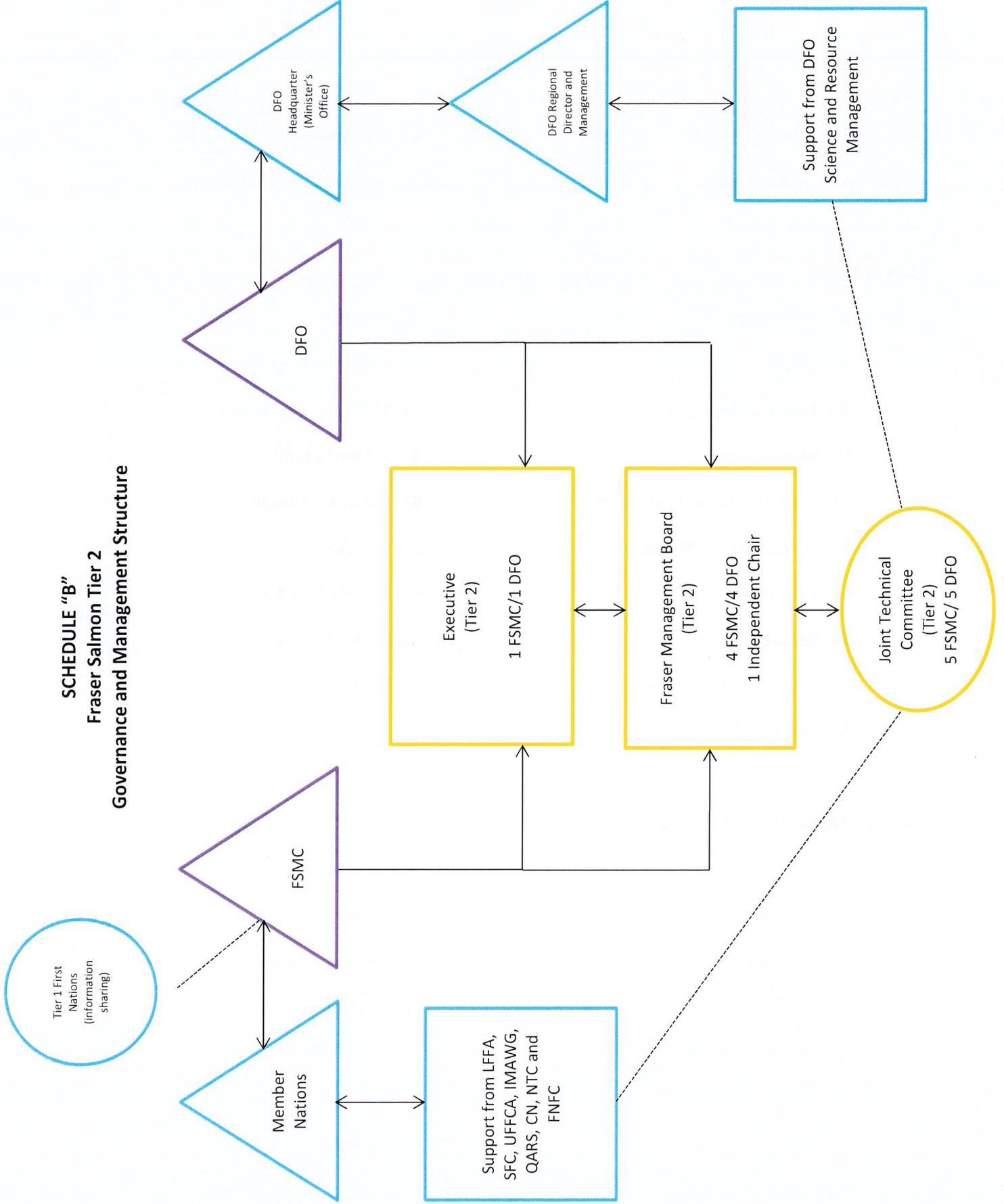
70. Lyackson

72. Nuchatlaht

74. Qualicum First Nation

76. Tlowitsis Tribe

SCHEDULE "B"
Fraser Salmon Tier 2
Governance and Management Structure



SCHEDULE "C"

Principles Respecting the Government of Canada's Relationship with Indigenous Peoples



The Government of Canada is committed to achieving reconciliation with Indigenous peoples through a renewed, nation-to-nation, government-to-government, and Inuit-Crown relationship based on recognition of rights, respect, co-operation, and partnership as the foundation for transformative change.

Indigenous peoples have a special constitutional relationship with the Crown. This relationship, including existing Aboriginal and treaty rights, is recognized and affirmed in section 35 of the Constitution Act, 1982. Section 35 contains a full box of rights, and holds the promise that Indigenous nations will become partners in Confederation on the basis of a fair and just reconciliation between Indigenous peoples and the Crown.

The Government recognizes that Indigenous self-government and laws are critical to Canada's future, and that Indigenous perspectives and rights must be incorporated in all aspects of this relationship. In doing so, we will continue the process of decolonization and hasten the end of its legacy wherever it remains in our laws and policies.

The implementation of the United Nations Declaration on the Rights of Indigenous Peoples requires transformative change in the Government's relationship with Indigenous peoples. The UN Declaration is a statement of the collective and individual rights that are necessary for the survival, dignity and well-being of Indigenous peoples around the world, and the Government must take an active role in enabling these rights to be exercised. The Government will fulfil its commitment to implementing the UN Declaration through the review of laws and policies, as well as other collaborative initiatives and actions. This approach aligns with the UN Declaration itself, which contemplates that it may be implemented by States through various measures.

This review of laws and policies will be guided by Principles respecting the Government of Canada's Relationship with Indigenous peoples. These Principles are rooted in section 35, guided by the UN Declaration, and informed by the Report of the Royal Commission on Aboriginal Peoples (RCAP) and the Truth and Reconciliation Commission (TRC)'s Calls to Action. In addition, they reflect a commitment to good faith, the rule of law, democracy, equality, non-discrimination, and respect for human rights. They will guide the work required to fulfill the Government's commitment to renewed nation-to-nation, government-to-government, and Inuit-Crown relationships.

These Principles are a starting point to support efforts to end the denial of Indigenous rights that led to disempowerment and assimilationist policies and practices. They seek to turn the page in an often troubled relationship by advancing fundamental change whereby Indigenous peoples increasingly live in strong and healthy communities with thriving cultures. To achieve this change, it is recognized that Indigenous nations are self-determining, self-governing, increasingly self-sufficient, and rightfully aspire to no longer be marginalized, regulated, and administered under the Indian Act and similar instruments. The Government of Canada acknowledges that strong

Indigenous cultural traditions and customs, including languages, are fundamental to rebuilding Indigenous nations. As part of this rebuilding, the diverse needs and experiences of Indigenous women and girls must be considered as part of this work, to ensure a future where non-discrimination, equality and justice are achieved. The rights of Indigenous peoples, wherever they live, shall be upheld.

These Principles are to be read holistically and with their supporting commentary. The Government of Canada acknowledges that the understandings and applications of these Principles in relationships with First Nations, the Métis Nation, and Inuit will be diverse, and their use will necessarily be contextual. These Principles are a necessary starting point for the Crown to engage in partnership, and a significant move away from the status quo to a fundamental change in the relationship with Indigenous peoples. The work of shifting to, and implementing, recognition-based relationships is a process that will take dynamic and innovative action by the federal government and Indigenous peoples. These Principles are a step to building meaning into a renewed relationship.

1. The Government of Canada recognizes that all relations with Indigenous peoples need to be based on the recognition and implementation of their right to self-determination, including the inherent right of self-government.

This opening Principle affirms the priority of recognition in renewed nation-to-nation, government-to-government, and Inuit-Crown relationships. As set out by the courts, an Indigenous nation or rights-holding group is a group of Indigenous people sharing critical features such as language, customs, traditions, and historical experience at key moments in time like first contact, assertion of Crown sovereignty, or effective control. The Royal Commission on Aboriginal Peoples estimated that there are between 60 and 80 historical nations in Canada.

The Government of Canada's recognition of the ongoing presence and inherent rights of Indigenous peoples as a defining feature of Canada is grounded in the promise of section 35 of the Constitution Act, 1982, in addition to reflecting articles 3 and 4 of the UN Declaration. The promise mandates the reconciliation of the prior existence of Indigenous peoples and the assertion of Crown sovereignty, as well as the fulfilment of historic treaty relationships.

This principle reflects the UN Declaration's call to respect and promote the inherent rights of Indigenous peoples. This includes the rights that derive from their political, economic, and social structures and from their cultures, spiritual traditions, histories, laws, and philosophies, especially their rights to their lands, territories and resources.

Canada's constitutional and legal order recognizes the reality that Indigenous peoples' ancestors owned and governed the lands which now constitute Canada prior to the Crown's assertion of sovereignty. All of Canada's relationships with Indigenous peoples are based on recognition of this fact and supported by the recognition of Indigenous title and rights, as well as the negotiation and implementation of pre-Confederation, historic, and modern treaties.

It is the mutual responsibility of all governments to shift their relationships and arrangements with Indigenous peoples so that they are based on recognition and respect for the right to self-determination, including the inherent right of self-government for Indigenous nations. For the

federal government, this responsibility includes changes in the operating practices and processes of the federal government. For Indigenous peoples, this responsibility includes how they define and govern themselves as nations and governments and the parameters of their relationships with other orders of government.

2. The Government of Canada recognizes that reconciliation is a fundamental purpose of section 35 of the Constitution Act, 1982.

Reconciliation is an ongoing process through which Indigenous peoples and the Crown work cooperatively to establish and maintain a mutually respectful framework for living together, with a view to fostering strong, healthy, and sustainable Indigenous nations within a strong Canada. As we build a new future, reconciliation requires recognition of rights and that we all acknowledge the wrongs of the past, know our true history, and work together to implement Indigenous rights.

This transformative process involves reconciling the pre-existence of Indigenous peoples and their rights and the assertion of sovereignty of the Crown, including inherent rights, title, and jurisdiction. Reconciliation, based on recognition, will require hard work, changes in perspectives and actions, and compromise and good faith, by all.

Reconciliation frames the Crown's actions in relation to Aboriginal and treaty rights and informs the Crown's broader relationship with Indigenous peoples. The Government of Canada's approach to reconciliation is guided by the UN Declaration, the TRCs Calls to Action, constitutional values, and collaboration with Indigenous peoples as well as provincial and territorial governments.

3. The Government of Canada recognizes that the honour of the Crown guides the conduct of the Crown in all of its dealings with Indigenous peoples.

The Government of Canada recognizes that it must uphold the honour of the Crown, which requires the federal government and its departments, agencies, and officials to act with honour, integrity, good faith, and fairness in all of its dealings with Indigenous peoples. The honour of the Crown gives rise to different legal duties in different circumstances, including fiduciary obligations and diligence. The overarching aim is to ensure that Indigenous peoples are treated with respect and as full partners in Confederation.

4. The Government of Canada recognizes that Indigenous self-government is part of Canada's evolving system of cooperative federalism and distinct orders of government.

This Principle affirms the inherent right of self-government as an existing Aboriginal right within section 35. Recognition of the inherent jurisdiction and legal orders of Indigenous nations is therefore the starting point of discussions aimed at interactions between federal, provincial, territorial, and Indigenous jurisdictions and laws.

As informed by the UN Declaration, Indigenous peoples have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands.

Nation-to-nation, government-to-government, and Inuit-Crown relationships, including treaty relationships, therefore include: (a) developing mechanisms and designing processes which recognize that Indigenous peoples are foundational to Canada's constitutional framework; (b) involving Indigenous peoples in the effective decision-making and governance of our shared home; (c) putting in place effective mechanisms to support the transition away from colonial systems of administration and governance, including, where it currently applies, governance and administration under the Indian Act; and (d) ensuring, based on recognition of rights, the space for the operation of Indigenous jurisdictions and laws.

5. The Government of Canada recognizes that treaties, agreements, and other constructive arrangements between Indigenous peoples and the Crown have been and are intended to be acts of reconciliation based on mutual recognition and respect.

This Principle recognizes that Indigenous peoples have diverse interests and aspirations and that reconciliation can be achieved in different ways with different nations, groups, and communities.

This principle honours historic treaties as frameworks for living together, including the modern expression of these relationships. In accordance with the Royal Proclamation of 1763, many Indigenous nations and the Crown historically relied on treaties for mutual recognition and respect to frame their relationships. Across much of Canada, the treaty relationship between the Indigenous nations and Crown is a foundation for ongoing cooperation and partnership with Indigenous peoples.

The Government of Canada recognizes the role that treaty-making has played in building Canada and the contemporary importance of treaties, both historic and those negotiated after 1973, as foundations for ongoing efforts at reconciliation. The spirit and intent of both Indigenous and Crown parties to treaties, as reflected in oral and written histories, must inform constructive partnerships, based on the recognition of rights, that support full and timely treaty implementation.

In accordance with section 35, all Indigenous peoples in Canada should have the choice and opportunity to enter into treaties, agreements, and other constructive arrangements with the Crown as acts of reconciliation that form the foundation for ongoing relations. The Government of Canada prefers no one mechanism of reconciliation to another. It is prepared to enter into innovative and flexible arrangements with Indigenous peoples that will ensure that the relationship accords with the aspirations, needs, and circumstances of the Indigenous-Crown relationship. The Government also acknowledges that the existence of Indigenous rights is not dependent on an agreement and, where agreements are formed, they should be based on the recognition and implementation of rights and not their extinguishment, modification, or surrender.

Accordingly, this Principle recognizes and affirms the importance that Indigenous peoples determine and develop their own priorities and strategies for organization and advancement. The Government of Canada recognizes Indigenous peoples' right to self-determination, including the right to freely pursue their economic, political, social, and cultural development.

6. The Government of Canada recognizes that meaningful engagement with Indigenous peoples aims to secure their free, prior and informed consent when Canada proposes to

take actions which impact them and their rights, including their lands, territories and resources.

This Principle acknowledges the Government of Canada's commitment to new nation-to-nation, government-to-government, and Inuit-Crown relationships that builds on and goes beyond the legal duty to consult. In delivering on this commitment, the Government recognizes the right of Indigenous peoples to participate in decision-making in matters that affect their rights through their own representative institutions and the need to consult and cooperate in good faith with the aim of securing their free, prior, and informed consent.

The Supreme Court of Canada has clarified that the standard to secure consent of Indigenous peoples is strongest in the case of Aboriginal title lands. The Supreme Court of Canada has confirmed that Aboriginal title gives the holder the right to use, control, and manage the land and the right to the economic benefits of the land and its resources. The Indigenous nation, as proper title holder, decides how to use and manage its lands for both traditional activities and modern purposes, subject to the limit that the land cannot be developed in a way that would deprive future generations of the benefit of the land.

The importance of free, prior, and informed consent, as identified in the UN Declaration, extends beyond title lands. To this end, the Government of Canada will look for opportunities to build processes and approaches aimed at securing consent, as well as creative and innovative mechanisms that will help build deeper collaboration, consensus, and new ways of working together. It will ensure that Indigenous peoples and their governments have a role in public decision-making as part of Canada's constitutional framework and ensure that Indigenous rights, interests, and aspirations are recognized in decision-making.

7. The Government of Canada recognizes that respecting and implementing rights is essential and that any infringement of section 35 rights must by law meet a high threshold of justification which includes Indigenous perspectives and satisfies the Crown's fiduciary obligations.

This Principle reaffirms the central importance of working in partnership to recognize and implement rights and, as such, that any infringement of Aboriginal or treaty rights requires justification in accordance with the highest standards established by the Canadian courts and must be attained in a manner consistent with the honour of the Crown and the objective of reconciliation.

This requirement flows from Canada's constitutional arrangements. Meaningful engagement with Indigenous peoples is therefore mandated whenever the Government may seek to infringe a section 35 right.

8. The Government of Canada recognizes that reconciliation and self-government require a renewed fiscal relationship, developed in collaboration with Indigenous nations, that promotes a mutually supportive climate for economic partnership and resource development.

The Government of Canada recognizes that the rights, interests, perspectives, and governance role of Indigenous peoples are central to securing a new fiscal relationship. It also recognizes the importance of strong Indigenous governments in achieving political, social, economic, and cultural development and improved quality of life.

This Principle recognizes that a renewed economic and fiscal relationship must ensure that Indigenous nations have the fiscal capacity, as well as access to land and resources, in order to govern effectively and to provide programs and services to those for whom they are responsible.

The renewed fiscal relationship will also enable Indigenous peoples to have fair and ongoing access to their lands, territories, and resources to support their traditional economies and to share in the wealth generated from those lands and resources as part of the broader Canadian economy.

A fairer fiscal relationship with Indigenous nations can be achieved through a number of mechanisms such as new tax arrangements, new approaches to calculating fiscal transfers, and the negotiation of resource revenue sharing agreements.

9. The Government of Canada recognizes that reconciliation is an ongoing process that occurs in the context of evolving Indigenous-Crown relationships.

This Principle recognizes that reconciliation processes, including processes for negotiation and implementation of treaties, agreements and other constructive arrangements, will need to be innovative and flexible and build over time in the context of evolving Indigenous-Crown relationships. These relationships are to be guided by the recognition and implementation of rights.

Treaties, agreements, and other constructive arrangements should be capable of evolution over time. Moreover, they should provide predictability for the future as to how provisions may be changed or implemented and in what circumstances. Canada is open to flexibility, innovation, and diversity in the nature, form, and content of agreements and arrangements.

The Government of Canada also recognizes that it has an active role and responsibility in ensuring the cultural survival of Indigenous peoples as well as in protecting Aboriginal and treaty rights.

The Government of Canada will continue to collaborate with Indigenous peoples on changes to federal laws, regulations, and policies to realize the unfulfilled constitutional promise of s.35 of the Constitution Act, 1982.

10. The Government of Canada recognizes that a distinctions-based approach is needed to ensure that the unique rights, interests and circumstances of the First Nations, the Métis Nation and Inuit are acknowledged, affirmed, and implemented.

The Government of Canada recognizes First Nations, the Métis Nation, and Inuit as the Indigenous peoples of Canada, consisting of distinct, rights-bearing communities with their own histories, including with the Crown. The work of forming renewed relationships based on the recognition of rights, respect, co-operation, and partnership must reflect the unique interests, priorities and circumstances of each People.

SCHEDULE "D" FSMC/DFO Collaborative Guiding Principles

Capitalized terms in this Schedule "D" are as defined in the Fraser Salmon Collaborative Management Agreement dated July 5, 2019 unless context indicates otherwise. The Parties to that Agreement have agreed that together with Canada's Principles, the following principles will guide the implementation of the Fraser Salmon Collaborative Management Agreement:

- *Time Immemorial*: Indigenous people have and continue to use, occupy, and rely upon their territories since time immemorial and carry unique and specialized knowledge, skills, and relationships with the lands, air, and waters of their territories, which will be given due value and consideration in all work and collaborative decision making.
- *Conservation and Restoration*: The conservation and restoration of Fraser Salmon now and into the future, is the highest priority for the governance and management of Fraser Salmon.
- *Precautionary Principle*: In resource management, when scientific information is uncertain, unreliable or inadequate the absence of adequate scientific information will not be used as a reason to postpone or fail to take action to avoid serious harm to Fraser Salmon.
- *Respect for Laws and Authorities*: Canada and the Member Nations exercise jurisdictions, laws, authorities and responsibilities relating to the governance, management, and conservation of Fraser Salmon; and they will respect, and will together benefit, from this mutual recognition and acknowledgment, and the commitment to work together collaboratively.
- *Aboriginal Rights and Title*: Aboriginal Rights and Title arise from prior use and occupation of the land, air and waters (marine and fresh) of Indigenous territories, and include rights to govern and manage fisheries and aquatic resources.
- *Priority for FSC Fisheries*: The Aboriginal right to fish for food, social and ceremonial purposes has top priority, after conservation, over other users of the resource. After conservation, any allocation of priorities will give top priority to First Nations' food, social and ceremonial requirements for Fraser Salmon.
- *Low Abundance*: In times of reduced returns of any species of Fraser Salmon, being returns of that species that are insufficient to meet the reasonable food, social and ceremonial requirements of First Nations, after conservation measures top priority of any access and allocations will be accorded to First Nations for opportunities to harvest that species of Fraser Salmon for food, social and ceremonial purposes.
- *Ecosystem Based Management*: Ecosystem-based management (EBM) is an adaptive approach to managing human activities that seeks to ensure the coexistence of healthy, fully functioning ecosystems and human communities. The intent is to maintain those spatial and temporal characteristics of ecosystems such that component species and ecological processes can be sustained and human well-being supported and improved.

- Government-to-Government: The engagement between the Parties will be conducted on a respectful government-to-government basis, acknowledging that: a) the FSMC is mandated by its Member Nations as a representative governing body which obtains and maintains its mandates and authorities through transparent and accountable Tier 1 and Tier 2 processes; and b) that DFO must obtain and maintain its authorities by seeking mandates through transparent and accountable internal and Tier 2 processes. The Parties will consider and respect FSMC Tier 1 inter-tribal protocols and agreements related to Fraser Salmon.
- Scale and Efficiency: Efficiency, transparency, accountability (including representation) and solution-oriented efforts and communication are the hallmarks of good governance and management; the Parties recognize and respect the existence of numerous scales of consultation and decision making processes required for the Collaborative Governance and Management and conservation of Fraser Salmon and will strive to engage and make decisions pursuant to the Agreement at the Migratory Route Scale.
- Timely Data and Information Sharing: In order to promote durable decisions and outcomes, the Parties must share relevant data and information in a timely manner, while understanding that some data and information must be safeguarded.
- Accountability: The Parties are committed, as applicable, to being accountable to their citizens, their constituents, their future generations, Fraser Salmon, and to each other.
- Transparency: Every effort will be made to ensure that all decisions and recommendations of the Executive, the Fraser Salmon Management Board, and the Joint Technical Committee are made openly, fully documented and tracked, and are shared with DFO and Member Nations.
- Efficiency: All work carried out by the Executive, the Fraser Salmon Management Board and the Joint Technical Committee will strive to be done in an efficient, effective, and timely manner.
- Flexibility: The Executive, Fraser Salmon Management Board, and Joint Technical Committee will be flexible to the capacity of the Parties, including considering the practical requirements for incremental approaches, the need to implement evolving case law, and the changing circumstances regarding the Collaborative Governance and Management and conservation of Fraser Salmon.
- Adaptive: The Executive, Fraser Salmon Management Board, and Joint Technical Committee are designed to support the growth and evolution of functional, efficient Tier 2 Collaborative Governance and Management and conservation, and will be monitored, evaluated and changed from time to time in response to experience, changing circumstance, emergency or other factor(s).
- Inclusive: Durable decisions in the Collaborative Governance and Management and conservation of Fraser Salmon include respectful consideration of the cultural, social, economic, and legal interests of First Nations and stakeholders. Where possible, outcomes

that promote conservation and restoration of Fraser Salmon and sustainable fisheries for First Nations, and the recreational and commercial sectors, will be encouraged.

SCHEDULE "E"
Executive Terms of Reference

Capitalized terms in this Schedule "E" are as defined in the Fraser Salmon Collaborative Management Agreement dated July 5, 2019 (the "Agreement") unless context indicates otherwise.

1. PURPOSE

- a) The purpose of the Executive is to work on a government-to-government, nation-to-nation basis to find solutions and make consensus decisions required for the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including with respect to:
 - (i) providing the Fraser Salmon Management Board with direction and mandates necessary for the Collaborative Governance and Management and conservation of Fraser Salmon;
 - (ii) if/when the Fraser Salmon Management Board has been unable to reach a consensus decision or recommendation and requests assistance from the Executive, or a Party intends to make a unilateral decision; or
 - (iii) if/when either Party proposes to make a decision or implement an action that is substantively inconsistent with a consensus recommendation of the Fraser Salmon Management Board.
- b) The Executive will be guided in all of its work by Canada's Principles and the Guiding Principles.

2. MEMBERSHIP

- a) The Executive will be comprised of an equal number of representatives appointed by FSMC and DFO and the Executive will not be populated by more than 2 total representatives at any one time.
- b) Representatives of the FSMC and DFO who sit on the Executive must hold positions in their respective organizations equal to:
 - (i) in the case of DFO, the Minister or his or her Delegate; and
 - (ii) in the case of FSMC, the President of FSMC or his or her Delegate.
- c) Delegates must carry the mandate and authority of his/her organization when dealing with a matter within the purpose of the Executive.

3. DECISION MAKING

- a) The Executive will operate in a way that supports reconciliation and this government-to-government, nation-to-nation process generally, and which is in the best interests of Fraser Salmon specifically.

- b) The Executive will be informed of issues by the Fraser Salmon Management Board, engage in meaningful discussions, and strive to make decisions by consensus, based on the best available information including applicable laws, regulations, customs, and traditions, as well as consideration of science advice, traditional ecological/local knowledge and the recommendations provided to it by the Fraser Salmon Management Board.
- c) In the event that either Party intends to make a decision about which the Fraser Salmon Management Board could not reach a consensus decision or recommendation, then the Executive, supported by a report from the Independent Chair, will meet and strive to find a solution by consensus.
- d) In the event that either Party intends to reject, vary, set aside or replace a consensus decision or recommendation made by the Fraser Salmon Management Board, or in the event that consensus at the Executive has not been reached and a Party must make a decision, that Party must provide the Executive, in a timely manner, with written reasons which must include a detailed explanation as to:
 - (i) why the decision, rejection or variation must be made, including the technical, management and/or policy basis in support of the decision, rejection or variation;
 - (ii) how the proposed decision, rejection or variation is consistent with Canada's Principles and the Guiding Principles;
 - (iii) how the proposed decision, rejection or variation is consistent with the law;
 - (iv) how the proposed decision, rejection or variation furthers the goal of the effective Collaborative Governance and Management and conservation of Fraser Salmon; and
 - (v) how the proposed decision, rejection or variation furthers reconciliation between Canada and the Member Nations.

4. **FUNDING AND ADMINISTRATION**

- a) FSMC participation on the Executive will be funded pursuant to funding and annual work planning as set out in the Agreement.

5. **MEETINGS**

- a) The Executive will meet annually and as requested by the Fraser Salmon Management Board.
- b) The Executive may invite the members of the Fraser Salmon Management Board, the FSMC, and any additional advisors to attend meetings of the Executive.
- c) Meetings of the Executive will be held at such times and locations as agreed to by the members of the Executive.

SCHEDULE "F"
Fraser Salmon Management Board Terms of Reference

Capitalized terms in this Schedule "F" are as defined in the Fraser Salmon Collaborative Management Agreement dated July 5, 2019 (the "Agreement") unless context indicates otherwise.

1. PURPOSE

a) The purpose of the Fraser Salmon Management Board is to work on a government-to-government, nation-to-nation basis to make consensus decisions and recommendations to the Parties on the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including:

- (i) all decisions in support of the purpose and scope set out in subsection 2.1a), subsection 2.1b) and subsection 2.1c) of the Agreement;
- (ii) screening issues to determine whether they fall within the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, including whether they are of common interest to the Parties at such scale or whether they are more appropriately addressed at another scale, being at the provincial, Regional Area or local scale;
- (iii) providing operational direction to, and oversight of, the Joint Technical Committee, including:
 - (1) reviewing, approving and amending the Joint Technical Committee's Annual Work Plan; and
 - (2) providing the Joint Technical Committee with management direction, including identification of technical issues, questions and management evaluation frameworks in support of the Collaborative Governance and Management and conservation of Fraser Salmon;
- (iv) creating and overseeing other committees and their Work Plan, as appropriate;
- (v) developing and distributing Tier 2 information related to Fraser Salmon, including to Member Nations and interested First Nations; and
- (vi) developing and implementing Tier 3 processes to provide advice and recommendations to the Executive, the Fraser Salmon Management Board and the Joint Technical Committee, as appropriate;

all in accordance with the Fraser Salmon Management Board's Annual Work Plan.

b) Without limiting subsection 1a) above, examples of particular subjects of the Fraser Salmon Management Board's deliberations could include:

- (i) pre- and post-season strategic level planning and assessments;

- (ii) pre-season management plans, including the IFMP;
 - (iii) in-season operational decisions, including the opening and closing of fisheries accessing Fraser Salmon;
 - (iv) baseline stock assessment, monitoring and research for Fraser Salmon;
 - (v) enforcement, including aboriginal guardian programs;
 - (vi) information gathering and analysis, including science and traditional knowledge, fisheries authorized for scientific purposes, and DFO's science and CSAS processes;
 - (vii) CSPI, SARA, and WSP analysis and implementation;
 - (viii) access and allocation agreements; and
 - (ix) recommendations to be provided directly to the Minister or his Delegate and the FSMC and/or its Member Nations.
- c) The Fraser Salmon Management Board will be guided in all of its work by Canada's Principles and the Guiding Principles.

2. STRUCTURE AND MEMBERSHIP

- a) The Fraser Salmon Management Board will be comprised of an equal number of representatives appointed by each of FSMC and DFO, will not be populated by more than 8 total representatives at any one time.
- b) Representatives appointed to the Fraser Salmon Management Board must possess the requisite levels of knowledge and experience that will allow them to:
- (i) interpret and apply the data and information provided to them by the Joint Technical Committee and other technical bodies;
 - (ii) identify possible strategic and operational options and solutions; and
 - (iii) make informed and knowledgeable decisions and recommendations relating to the Collaborative Governance and Management and conservation of Fraser Salmon.
- c) Appointments to the Fraser Salmon Management Board will be for a renewable term of two (2) years and all appointments to the Fraser Salmon Management Board will be during good behaviour.
- d) The Fraser Salmon Management Board will have an Independent Chair selected by consensus of the members of the Fraser Salmon Management Board.

3. DECISION MAKING

- a) The Fraser Salmon Management Board will strive to make consensus recommendations or decisions on the priorities set out in the Annual Work Plan or confirmed in writing by the Executive.
- b) Upon request by any representative, and by consensus of the Fraser Salmon Management Board, discussions may take place on a without prejudice basis to encourage frank and open discussion.
- c) On matters, decisions, or recommendations for which the Fraser Salmon Management Board is unable to reach consensus, the Fraser Salmon Management Board will refer those matters to the Executive for direction and/or final determination.

4. FUNDING AND ADMINISTRATION

- a) The FSMC will provide communication, administration, and budget management to support the work of the Executive, the Fraser Salmon Management Board, the Joint Technical Committee, and any committees or work groups established by the Fraser Salmon Management Board.
- b) The Fraser Salmon Management Board will reach agreed-upon Annual Work Plans for itself and the Joint Technical Committee, plus any additional committees or work groups.
- c) The FSMC will, through a collaborative work planning process with the Fraser Salmon Management Board and the Joint Technical Committee, allocate the necessary funds to support the Annual Work Plans pursuant to multi-year funding and annual work planning.
- d) The Fraser Salmon Management Board will be assisted by FSMC staff in the scheduling of meetings, preparation and distribution of agendas, the keeping and distribution of meeting minutes and meeting venue arrangements in keeping with its Annual Work Plan.
- e) FSMC participation on the Executive and Fraser Salmon Management Board will be funded pursuant to funding and annual work planning as set out in the Agreement.

5. MEETINGS

- a) Meetings and teleconferences of the Fraser Salmon Management Board will be held pursuant to the Annual Work Plan or upon request of either Party to the Independent Chair.
- b) Face to face meetings of the Fraser Salmon Management Board will be held in Vancouver, British Columbia unless otherwise determined by consensus of the members of the Fraser Salmon Management Board.

6. INDEPENDENT CHAIR

- a) The Fraser Salmon Management Board will develop terms of reference for its Independent Chair, which will include requirements that the Independent Chair:

- (i) is responsible for facilitating and mediating discussions of the Fraser Salmon Management Board with the aim of achieving consensus;
- (ii) is responsible for assisting the Fraser Salmon Management Board in identifying when it may be appropriate to rely upon any of the options for dispute resolution;
- (iii) is responsible for documenting areas of agreement and disagreement and providing the Fraser Salmon Management Board , upon a matter being referred to the Executive, with a summary of those areas of agreement and disagreement; and
- (iv) will hold either Alternative Dispute Resolution accreditation or have equivalent relevant work experience, not be currently employed by either Party and be willing to serve for a renewable three-year term.

SCHEDULE "G"
Joint Technical Committee Terms of Reference

Capitalized terms in this Schedule "D" are as defined in the Fraser Salmon Collaborative Management Agreement dated July 5, 2019 (the "Agreement") unless context indicates otherwise.

1. PURPOSE

- a) The purpose of the Joint Technical Committee is to transparently and collaboratively review, examine, and assess a broad range of relevant data and information and provide to the Fraser Salmon Management Board the technical information, recommendations, and options relevant to the Collaborative Governance and Management and conservation of Fraser Salmon at the Migratory Route Scale, in accordance with its Annual Work Plan.
- b) In support of the Joint Technical Committee's purpose, its responsibilities include:
 - (i) review on a species and/or stock specific basis data, assumptions and theories that were or will be used to assess existing or proposed fishing plans and harvest management decisions;
 - (ii) review on a species and/or stock specific basis data, assumptions, and theories that were or will be used to assess existing or proposed habitat management and restoration initiatives;
 - (iii) review on a species and/or stock specific basis data, assumptions, and theories that were or will be used to assess existing or proposed salmonid/non-salmonid enhancement initiatives;
 - (iv) assessments and analyses, supported by traditional and local knowledge, to augment scientific, technical, and management information;
 - (v) assessment of proposed fishing management actions as they relate to the objectives of the Parties;
 - (vi) provide technical input to the design of data collection programs/projects to ensure that when implemented their product(s) can meet the program/project objectives; and
 - (vii) as appropriate, collaboration with technical support staff and other knowledge holders of interested First Nations, including Member Nations and their aggregate organizations, and stakeholders' to better ensure the widest possible range of reliable data and information are included in its deliberations.
- c) The Joint Technical Committee will be guided in all of its work by Canada's Principles and the Guiding Principles.

2. STRUCTURE AND MEMBERSHIP

- a) The Joint Technical Committee will be comprised of an equal number of representatives appointed by FSMC and DFO, and will not be populated by more than 10 total representatives at any one time.
- b) The Joint Technical Committee is to report to and work under the direction of the Fraser Salmon Management Board.
- c) The Joint Technical Committee will have two co-Chairs, one appointed by each of DFO and FSMC and chosen from their appointed representatives pursuant to their internal appointment processes, who will each serve for a renewable term of two (2) years and who will be responsible for:
 - (i) forming one or more sub-committees that will examine a particular question or issue;
 - (ii) in consultation with the Fraser Salmon Management Board, arranging for alternative/external technical assistance should the Joint Technical Committee lack the time, resources or expertise necessary to examine a particular question or issue; and
 - (iii) other work provided to it by the Fraser Salmon Management Board from time to time
- d) The technical experts and advisors to the Member Nations and their regional bodies, and to DFO, will be invited and encouraged to attend the meetings of the Joint Technical Committee.

3. DECISION MAKING

- a) The Joint Technical Committee will strive to provide the Fraser Salmon Management Board with technical information, recommendations and advice, supported by consensus where attainable, and describe alternatives where consensus cannot be reached.
- b) The Joint Technical Committee discusses and debates technical information and data on their own merits resulting in advice and recommendations, supported by consensus where attainable, and detailing alternatives where consensus cannot be reached. These outputs will be forwarded to the Fraser Salmon Management Board for timely consideration or delivered to the Fraser Salmon Management Board through a joint presentation by the co-chairs.
- c) Data, information, assumptions, and theories that were or will be used to assess existing or proposed management plans will be considered “reviewed” only if agreed to by consensus.
- d) Where consensus is not achieved on a specific issue, or time and resources for completing a review are insufficient, the detailed status of the review will be reported to the Fraser Salmon Management Board for further direction and the technical discussion will be considered ongoing.

4. FUNDING AND ADMINISTRATION

- a) FSMC members on the Joint Technical Committee, including their co-Chair position, will be funded pursuant to funding and annual work planning as set out in the Agreement.
- b) DFO's participants on the Joint Technical Committee, including their co-Chair position, will be supported and funded by DFO, and will be provided adequate work time by DFO to fully participate on the Joint Technical Committee.
- c) The FSMC will provide communications and administrative support to the Joint Technical Committee including information sharing, meeting notices, and venue arrangements as arranged with the Joint Technical Committee co-Chairs.
- d) Meeting venue costs will be funded pursuant to funding and annual work planning as set out in the Agreement.

5. MEETINGS

- a) Meeting schedules, places, and type (in-person, Go-To, etc.) will take place in accordance with the Joint Technical Committee's Annual Work Plan.

SCHEDULE "H" **Transition Plan**

Unless otherwise indicated, all definitions used in this Transition Plan are as defined in the Fraser Salmon Collaborative Management Agreement dated effective July 5, 2019.

NOTES:

1. Timelines:
 - *are based on the goal that the Draft Agreement is finalized by the Parties' negotiation teams by April 8, 2019 and ratified and entered into by the Parties in June, 2019;*
 - *are presented in order to identify a series of tasks that will effect transition from the bi-lateral Fraser River Aboriginal Fisheries Secretariat ("**FRAFS**") Executive Committee ("**EC**") to the Tier 1 FSMC which will, among other responsibilities, perform the facilitation, communication, and technical support responsibilities formerly carried out through the FRAFS EC; and*
 - *are subject to change.*

2. It is anticipated that funding for the FSMC for 2019 and 2020 will flow through the Nicola Tribal Association ("**NTA**")/FRAFS Agreement until such time as the FRAFS EC and the FSMC Main Table complete orderly transfer of the appropriate FRAFS activities/responsibilities to the FSMC, and future funding arrangements for the FSMC are finalized. DFO is presently investigating the proper mechanism for the FSMC to be recognized as "an AAROM body". It is important to note that funding amounts are not guaranteed by this Transition Plan, and will be set out in the required funding agreements.

3. Until such time that the appropriate FRAFS activities and responsibilities are assumed by the FSMC, the FRAFS EC will continue to be responsible for carrying out the FRAFS work plan per its AAROM Agreement.

TRANSITION PLAN: Fraser Salmon Management Council (FSMC)

Stage 1: Finalizing Draft Agreement and Agreement Ratification Process: April, 2019 to June, 2019

1.1 Initialing the Agreement

All of the tasks, timelines, and milestones that follow are predicated on the assumption that the Parties' negotiation teams will finalize the Draft Agreement by April 8, 2019. An Extraordinary Assembly of the FSMC will be held on April 9, 2019 to begin the FSMC's ratification process.

1.2 Ratifying the Agreement

Both DFO and FSMC's governance structures and mandates call for a ratification process that will take approximately 2-3 months to conclude. The target date for completion of the ratification process by both Parties is sometime mid-June, 2019, at which time, assuming ratification is complete the Parties will enter into the Agreement.

Step 1 of FSMC Ratification Process (completion April 9, 2019): consists of the FSMC developing a Formal Mandate Request for consideration by all Member Nations. To develop the Formal Mandate Request:

- the Draft Final Agreement will be presented to the Member Delegates in Assembly on April 9, 2019;
- a Special Resolution that requests the Member Nations to authorize the President of the FSMC to enter into the Agreement with the Minister, on behalf of the Member Nations, will be presented to the Member Delegates at the Assembly; and
- if the Special Resolution is passed at the Assembly, it becomes a Formal Mandate Request for consideration by each of the Member Nations.

Step 2 of FSMC Ratification Process (April 9, 2019 to mid-June 2019):

- Agreement ratification activities will consist of taking the Formal Mandate Request, along with the Draft Final Management Agreement, to the Member Nations; and
- through informed discussion and decision at the community level, the goal is to secure approval of the Formal Mandate Request by the Member Nations in accordance with FSMC's Constitution and Bylaws.

DFO Ratification

- DFO Negotiators will submit the Final Agreement into Departmental approvals with a request to have Ministerial approval by mid-June, 2019.
- DFO will lead a process, with FSMC support, to engage other First Nations with an interest in Fraser Salmon, to inform them of this Agreement and provide an opportunity to comment on the process.

1.3 Entering into the Agreement

An approved FSMC Mandate will provide the President of the FSMC with the authority to enter into the Agreement by sometime in mid-June, 2019.

DFO anticipates completing all steps set out above so as to authorize the Minister to sign the Agreement sometime in mid-June, 2019.

Stage 2: Transition from FRAFS to FSMC: May, 2019 to September 30, 2019

Ever since the FSMC came into being as a formal, functioning, self-governing Tier 1 organization, there has been acceptance of the notion that the FSMC would eventually become responsible for supporting the core functions (communications among First Nations and between DFO and First Nations; and technical support to First Nations) that FRAFS has been supporting. 2019/2020 fiscal year notional core funding of both the FSMC and the FRAFS will be utilized to support the transition process as well as combined operational requirements of FRAFS and the FSMC during transition, and those of the FSMC after the transition is completed, for the duration of the fiscal year. Additional funding may be required in fall 2019 to support the work of the Fraser Salmon Management Board and will be requested where required.

2.1 FSMC internal operational processes and structure

- FSMC incorporation as a not-for-profit Society with a target for completion of all paper work in preparation for submission during the week of May 27, 2019.
- FSMC Main Table and FRAFS EC, under guidance from a qualified human resources consultant, will examine current staff positions and internal structure/processes to determine best re-alignments of FSMC and FRAFS to: accommodate information flow to and from Member Nations; FSMC and Main Table support to the new Management Structure/Processes; engage/communicate with non-Member Nations; communicate to/from DFO; and run the day to day business operational and communications responsibilities of the FSMC.

2.2 NTA/FRAFS Agreement Re-structuring

- FSMC met with FRAFS EC on February 20, 2019 and March 11, 2019 to discuss the terms (activities and timing) of this Transition Plan.
- Both the FSMC Main Table and the FRAFS EC will carry out their respective responsibilities until the two organizations combine into the FSMC, anticipated to be effective October 1, 2019.
- FSMC and FRAFS staff will work with DFO, the NTA, the FSMC Main Table and the FRAFS EC to transition the current NTA/FRAFS AAROM agreement and provide by amendment or replacement an AAROM agreement by July 1, 2019 for FSMC/NTA.

- The AAROM Agreement will be submitted to DFO by July 31, 2019 and be approved and effective as of October 1, 2019.
- The new AAROM Agreement will incorporate the remaining notional allocation in the FRAFS AAROM Agreement (2019/2020 budget).

Milestones:

1. February 20, 2019 and March 11, 2019: FSMC met with FRAFS EC to discuss this Transition.
2. April 9, 2019: FSMC Assembly to approve Formal Mandate Request.
3. May 10, 2019: FSMC and DFO confirm final draft agreement for ratification by the Parties.
4. May to June 15, 2019 DFO consultation with First Nations, with FSMC support as required.
5. June 15, 2019: FSMC incorporation as a not-for-profit Society.
6. May 10 to June 20, 2019: ratification processes by both Parties.
7. June 30, 2019: Agreement ratified and signed by the Parties and formal written notice provided to DFO to begin the transition process for the FSMC/NTA AAROM agreement.
8. July 31, 2019: proposed AAROM Agreement submitted to DFO.
9. Effective October 1, 2019: AAROM Agreement approved and effective.
10. July to September, 2019 Recruitment of FSMC and DFO representatives to the Fraser Salmon Management Board and the Joint Technical Committee.