

FRASER SALMON MANAGEMENT COUNCIL

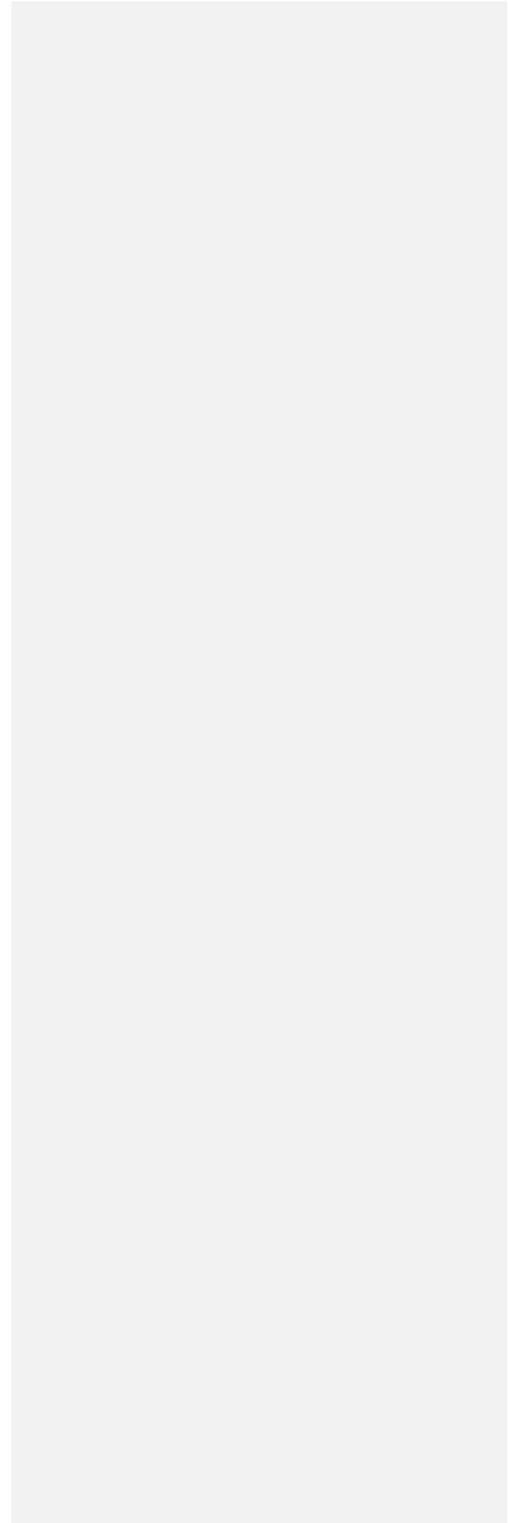
CONSTITUTION AND BYLAWS

Ratified March 25, 2014
Amended July 5, 2019



**FRASER SALMON MANAGEMENT COUNCIL
CONSTITUTION AND BYLAWS**

07.07.2019



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CONSTITUTION

FSMC Name

1. The name of the society is the Fraser Salmon Management Council (FSMC).

Purposes of FSMC

2. The purposes of the FSMC are 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) serve as the forum for coordinating and assisting with facilitate the collaborative management of Fraser River Salmon with Fisheries and Oceans Canada, including the negotiation, development, implementation, and monitoring of Fraser Salmon conservation and rebuilding plans and activities, and all Fraser Salmon fisheries operation of a Fraser River salmon collaborative management agreement with Fisheries and Oceans Canada,~~
- ~~(c) act in the best interests of all Signatory Nations,~~
- ~~(e) develop the expertise and technical capacity for Signatory Nations in order to effectively enter into negotiations, development, implementation and operation of a Fraser River salmon joint management agreement with Fisheries and Oceans Canada,~~
- ~~(d) serve as a forum for provide a forum to advance the rights and interests issues arising for of common concern for the Signatory Nations in the collaborative management respect of a Fraser River salmon joint management agreement with Fisheries and Oceans Canada,~~
- ~~(e) serve as a forum for the Signatory Nations regarding issues of common concern to the Signatory Nations relating to Fraser River salmon;~~
- ~~(f)(c) effect communication between the FSMC and Signatory Nations in respect of issues of common concern to them relating to Fraser River salmon,~~
- ~~(g)(f) collect, analyze and disseminate information on issues of common concern to the Signatory Nations relating to Fraser River salmon,~~
- ~~(h)(g) cooperate with, learn from and gather information created by other community, regional and watershed level organizations to develop technical capacity, regional knowledge, communication, information exchange and coordination of efforts to~~

Commented [TC1]: Taken from CMA s2.1 a)

Commented [TC2]: May be said more succinctly and aligned with CMA 2.1 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;

Commented [TC3]: Combined with (d) above

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conserve, restore, govern and manage Fraser River salmon,

~~(h)~~ represent the Signatory Nations and to be their official spokesperson for the purposes of the FSMC,

~~(i)~~ receive, administer and distribute and be accountable for funds and property for the objectives of the FSMC,

~~(j)~~ develop, manage, facilitate and promote projects which relate to the objectives of the FSMC, and

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(+) do all things that are incidental, ancillary or otherwise conducive to the attainment of the FSMC's objectives and the exercise of the powers of the FSMC.

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BYLAWS

PART 1 - INTERPRETATION

Definitions

- 1.1 Unless otherwise indicated or the context requires otherwise, words and expressions in the Constitution and these Bylaws must be interpreted in accordance with the Societies Act with the necessary changes and in so far as applicable.
- 1.2 In these Bylaws and the Constitution, the definitions in the Societies Act apply, and:
- (a) “address of the FSMC” means the address of the FSMC as filed from time to time with the Registrar in the Notice of Address;
 - (b) “annual Signatory Assembly” means the meeting of the Signatory Assembly held once each calendar year to consider, amongst others, those matters set out in bylaw 6.7(b)(ii) through 6.7(b)(vi);
 - (c) “Annual Work Plan” has the meaning set out in bylaw 3.1;
 - (d) “applicable Signatory Nation” means, in relation to a Member Delegate, the Signatory Nation that appointed the Member Delegate in accordance with bylaw 4.2(b);
 - (e) “Approved Mandate” means a Formal Mandate Request approved in accordance with bylaw 8.4(a);
 - (f) “Business Day” means any day other than a Saturday, Sunday, National Indigenous Peoples Day (celebrated on June 21 every year) or any statutory holiday in the province of British Columbia;
 - (g) “Bylaws” means these bylaws of the FSMC;
 - (h) “Chair” means a person appointed to the office of chair in accordance with bylaw 7.12(a)(i);
 - (i) “Constitution” means the constitution of the FSMC;
 - (j) “Council” means the
 - (i) council of a First Nation that is a “band”, within the meaning of section 2(1) of the Indian Act, as elected from time to time under the First Nation’s custom or in accordance with section 74 of the Indian Act, as the case may be, or

- (ii) legislative branch of government of a First Nation that is a treaty or self-governing First Nation.
- (k) “Council Resolution” means a resolution of Council approved by a quorum of the Council;
- (l) “Crown” means the government of Canada, as represented by Her Majesty the Queen in Right of Canada, or the government of British Columbia, as represented by Her Majesty the Queen in right of the Province of British Columbia, as the context may require.
- (m) “Dispute Resolution Committee” means the committee created in accordance with bylaw 13.3;
- (n) “Draft Mandate” means a draft mandate developed in accordance with bylaw 8.2;
- (o) “Extraordinary Resolution” means a resolution of the Signatory Assembly:
 - (i) approved by 75% of the votes cast by the Member Delegates, provided the votes in favour represent at least 50% plus one of all the Member Delegates; or
 - (ii) that has been submitted to and consented to in writing by all of the Member Delegates;
- (p) “First Nation” means any band within the meaning given to “band” in subparagraph 2(1) of the Indian Act and any tribe, nation or community in Canada with aboriginal or treaty rights recognized and affirmed under section 35 of Schedule B to the *Constitution Act, 1982*, (U.K.) 1982, c. 11 or a self-government agreement with the government of Canada or one of its Provinces or territories or both;
- (q) “Fisheries and Oceans Canada” means the Department of Fisheries and Oceans Canada, a division of the federal government of Canada;
- (r) “Formal Mandate Request” means a Draft Mandate approved in accordance with bylaw 8.2(c);
- (s) “FSMC” means the “Fraser Salmon Management Council”;
- (t) “Income Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) C. 1;
- (u) “Indian Act” means the *Indian Act*, R.S.C. 1985, C. I-5;
- (v) “Lower Fraser Signatory Nations” means the First Nations listed in Schedule 1-C that are Signatory Nations and “Lower Fraser Signatory Nation” means one of them;

- (w) “Main Table” means the board established under bylaw 7.1;
- (x) “Main Table Director” means a Member Delegate appointed to the Main Table in accordance with bylaw 7.1;
- (y) “Majority Resolution” of the Signatory Assembly, a Regional Assembly or the Main Table means a resolution:
 - (i) approved by a majority of 60% of the votes cast by the Member Delegates entitled to vote on that question at a meeting of the relevant body, provided that in respect of a Signatory Assembly, votes in favour are cast by Member Delegates from each of the Regions; or
 - (ii) that has been submitted to and consented to in writing by 60% of the Member Delegates who would have been entitled to vote on that question in person at a meeting of the relevant body;
- (z) “Marine Approach Signatory Nations” means the Signatory Nations listed in Schedule 1-D;
- (aa) “Middle Fraser Signatory Nations” means the Signatory Nations listed in Schedule 1-B;
- (bb) “Member Delegate” means an individual person who is appointed in accordance with these Bylaws as a delegate and representative of a Signatory Nation with the authority to vote on behalf of the Signatory Nation at a Signatory Assembly;
- (cc) “records” means the documents specified in PART 11 - RECORDS of these Bylaws;
- (dd) “Regional Assembly” means a meeting of the Member Delegates of one of the Regions;
- (ee) “Regions” means the Upper Fraser First Nations, the Middle Fraser First Nations, the Lower Fraser First Nations and the Marine Approach First Nations, and “Region” means one of such groups of Signatory Nations;
- (ff) “Secretary Treasurer” means an individual appointed to the office of secretary treasurer in accordance with bylaw 7.12(a)(iii);
- (gg) “Societies Act” means the *Societies Act*, S.B.C. 2015, c. 18;
- (hh) “Signatory Assembly” means a meeting of all of the Member Delegates of the FSMC Signatory Nations in accordance with these bylaws;
- (ii) “Signatory Nations” means the members of the FSMC from time to time, which are set out in Schedule 1, and “Signatory Nation” means one of them;

- (jj) “special business” means those matters identified as “special business” of the Signatory Assembly in bylaw 6.7;
- (kk) “special Signatory Assembly” means a meeting of the Signatory Assembly that is not the annual Signatory Assembly;
- (ll) “Upper Fraser Signatory Nations” means the First Nations listed in Schedule 1-A;
- (mm) “Vice-chair” means a person appointed to the office of vice-chair in accordance with bylaw 7.12(a)(ii).

Interpretation

1.3 In these Bylaws and the Constitution the following principles of interpretation apply:

- (a) a reference to “approval”, “authorization”, “consent”, “designation”, “waiver” or “notice” means written approval, authorization, consent, designation, waiver or notice;
- (b) a reference to a statute or a regulation includes every amendment to it, every regulation made under that statute, any law enacted in substitution for it or in replacement of it;
- (c) the use of the singular includes the plural, and the use of the plural includes the singular;
- (d) “or” is used in its inclusive sense, meaning A or B, or both A and B and “and” is used in its joint sense, meaning A and B, but not either alone;
- (e) “must” or “will” denotes an obligation that, unless these Bylaws provide otherwise, must be carried out as soon as practicable after the event that gives rise to the obligation while the word “may” is to be construed as permissive, but the use of the words “may not” is to be construed as disempowering;
- (f) “including” means “including, but not limited to”;
- (g) headings and subheadings are for convenience only, do not form a part of these Bylaws, and in no way define, limit, alter or enlarge the scope or meaning of any provision of these Bylaws;
- (h) where a word is defined in the these Bylaws, other parts of speech and grammatical forms of the same word have corresponding meanings;
- (i) a reference to a heading number or letter or subheading number or letter is a reference to the paragraphs under that heading or subheading, as applicable;
- (j) a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned; and

- (k) where the time for doing any act falls or expires on a day which is not a Business Day (or at a specified time on a day which is not a Business Day), the time for doing that act will be extended to the next Business Day (or such specified time on the next Business Day) and a reference to a time or date is to the local time or date in Vancouver, British Columbia.

Division of Bylaws

- 1.4 These Bylaws are divided into the following divisions represented by the number or letter as indicated in ascending order:
 - 1. PARTS;
 - 1.1 bylaws;
 - (a) sections;
 - (i) subsections; and
 - (A) paragraphs.

PART 2 - CORE VALUES

Guiding principles

- 2.1 The FSMC is based on, and its activities are guided by, the following core principles:
 - (a) since time immemorial, the First Nations of the Fraser River watershed and its marine approach areas have accessed the resources of the Fraser River, the most important of which are the salmon, to sustain their peoples and this reliance on these resources has uniquely shaped their history, culture and traditions which, today, bind the Fraser River First Nations in common purpose to preserve and protect those resources in a way that celebrates their uniqueness and preserves First Nations' ways of life and their shared connections;
 - (b) the traditions of the First Nations of the Fraser River watershed and marine approach areas in relation to fishing and the importance of fishing to First Nations' cultures should be celebrated and shared with each other as well as other peoples and governments;
 - (c) the long-term health and sustainability of Fraser River salmon and their habitat is of paramount importance;
 - (d) the long term conservation and survival of Fraser River salmon stocks is critical to the long term cultural survival of the Signatory Nations and this core value must prevail over local interests that may be detrimental to the continued survival of those stocks;

- (e) First Nations share responsibility for the collaborative planning and management of fisheries on the Fraser River and in the marine approach area that, to the extent possible, allows for access to the harvest of salmon by all;
- (f) the title, rights, existing treaty rights, responsibilities, cultural values, beliefs, practices and traditional ecological knowledge of the Signatory Nations and non-participating First Nations will be acknowledged and respected; and
- (g) the work necessary for preparing for the negotiation of a joint or collaborative management agreement with Fisheries and Oceans Canada and implementing such an agreement is work that is intended to benefit Fraser River salmon and all First Nations who benefit from that resource.

Accountability framework

- 2.2 By becoming a Signatory Nation in accordance with bylaw 4.2, each First Nation declares its desire and commitment to agree to be bound by, and comply with, the following accountability framework:
- (a) each Signatory Nation, each Member Delegate and the Main Table have reciprocal accountability to each other and to the FSMC as a whole in the performance of their duties and the exercise of their powers under these Bylaws;
 - (b) each Signatory Nation and each Member Delegate will use the processes established in these Bylaws to obtain direction and authorization and to review and report on progress by the Main Table to achieve the objectives of the FSMC set out in section 2 of the Constitution;
 - (c) although becoming a Signatory Nation and participating in the FSMC is voluntary, if a First Nation becomes a Signatory Nation, that Signatory Nation and its Member Delegate agree to perform their duties and exercise their powers set out in these Bylaws in accordance with the guiding principles set out in bylaw 2.1;
 - (d) each Signatory Nation and each Member Delegate will, in a timely manner, utilize the mandate development process set out in PART 8 - MANDATE DEVELOPMENT PROCESS, to provide direction to the Main Table in its negotiations and its implementation of an agreement following successful negotiations;
 - (e) the FSMC and the Main Table will maintain records of all decisions made, make those records available to a Signatory Nation on request, will only engage in decision making that is transparent and the FSMC and Main Table will be accountable to the Signatory Nations for those decisions; and
 - (f) each Signatory Nation in a disagreement with another Signatory Nation or with the FSMC on the implementation of the objectives of the FSMC that cannot be

resolved informally between them will only use the dispute resolution processes set out in PART 13 - DISPUTE RESOLUTION to resolve that disagreement and will exhaust those processes prior to initiating any judicial proceedings.

Non-derogation of rights

2.3 The Constitution and these Bylaws

- (a) must not be construed so as to abrogate or derogate from a First Nation's aboriginal rights, including aboriginal title, or treaty rights,
- (b) do not create, recognize, define, deny, limit or amend any First Nation's aboriginal rights, including aboriginal title, or treaty rights,
- (c) do not limit any position a Signatory Nation may take in present or future negotiations or any legal proceedings; and
- (d) do not diminish or exempt in any way the Crown from its fiduciary duties and obligations to a First Nation in relation to a First Nation's aboriginal rights, including aboriginal title, or treaty rights.

No purpose of gain

- 2.4 The activities of the FSMC must be carried on without purpose of gain for its Signatory Nations and any income, profits or other accretions to the FSMC must be used in promoting the objectives of the FSMC.

PART 3 - ANNUAL WORK PLAN

Development of draft Annual Work Plan

- 3.1 Each year, the Main Table will draft an annual work plan for the upcoming fiscal year which, once approved, will guide and grant the authority to carry out the work of the FSMC for such fiscal year (an "Annual Work Plan") for approval by the Member Delegates in accordance with bylaw 3.2. The Annual Work Plan will include:
- (a) the program of activities necessary to support the achievement by FSMC of the purposes set out in the Constitution and Bylaws for such fiscal year;
 - (b) in respect of negotiations with counterparties, if any:
 - (i) the topics to be negotiated; and
 - (ii) the objectives of the Signatory Nations in relation to those topics to be negotiated.

Approval of Annual Work Plan

- 3.2 At each annual Signatory Assembly, the Main Table will present the draft Annual Work Plan. Following discussion and amendments accepted by the Main Table, the Signatory Assembly will approve the Annual Work Plan by Majority Resolution.

PART 4 - MEMBERSHIP IN FSMC

Membership in FSMC

- 4.1 The members of the FSMC are the Signatory Nations who were applicants for incorporation of the FSMC and First Nations that have become a Signatory Nation in accordance with bylaw 4.2, and in either case have not ceased to be Signatory Nations.

Becoming a Signatory Nation

- 4.2 A First Nation that wishes to become a member of the FSMC must, by Council Resolution:
- (a) ratify the Constitution and these Bylaws and agree to be bound by, and comply with, the obligations of a Signatory Nation under the Constitution and these Bylaws,
 - (b) appoint an individual to represent that Signatory Nation as its Member Delegate pursuant to PART 5 - MEMBER DELEGATES, and
 - (c) provide that Council Resolution to the Secretary Treasurer.

Entering Name on Register

- 4.3 The FSMC will enter the name of a First Nation that has become a Signatory Nation in accordance with bylaw 4.2 on the register of members.

Dues

- 4.4 There will be no annual or other membership dues for the FSMC.

Obligations of Signatory Nations

- 4.5 (a) Each Signatory Nation must, from time to time,
- (i) appoint, and maintain the appointment of, a Member Delegate in accordance with bylaw 5.1 to represent that Signatory Nation in the FSMC,

- (ii) make available sufficient human and financial resources to participate in the FSMC as contemplated in the Constitution and these Bylaws on a high priority basis,
 - (iii) consider and communicate its approval or disapproval of a Formal Mandate Request to its Member Delegate in accordance with bylaw 8.3 in a timely manner, and
 - (iv) provide its Member Delegate with direction on a matter or decision to be made as requested by the Member Delegate in a timely manner.
- (b) Subject to PART 8 - MANDATE DEVELOPMENT PROCESS, a Signatory Nation is bound by, and will act in accordance with, the voting of its Member Delegate at a Signatory Assembly and each approval or communication provided by the Member Delegate to the FSMC.

Ceasing to be a Signatory Nation

- 4.6 (a) A Signatory Nation may, by Council Resolution stating it no longer wishes to participate in the FSMC and on 60 days' notice to the FSMC, cease to be a Signatory Nation.
- (b) If a First Nation ceases to be a Signatory Nation in accordance with this bylaw, FSMC will update the register of members and Schedule 1 will be deemed to be amended by removing that First Nation's name from Schedule 1.

PART 5 - MEMBER DELEGATES

Member Delegate appointment

- 5.1 (a) A Member Delegate appointed under bylaw 4.2 or 5.8 remains a Member Delegate at the pleasure of the appointing Signatory Nation or as otherwise provided in these Bylaws.
- (b) A Member Delegate should demonstrate many of the following characteristics:
- (i) political experience with a good understanding of the policies and practices of Fisheries and Oceans Canada;
 - (ii) a track record of concise and effective communication, both spoken and written;
 - (iii) experience with inter-governmental policy or management matters;
 - (iv) experience working as part of a team in a collaborative working relationship with representatives of other First Nations; and

- (v) ability to commit to making the time available to participate effectively as a Member Delegate, including to attending the regularly scheduled meetings of the Signatory Assembly and the Main Table, if applicable, and between meetings to carry out the communications and liaison work necessary to maintain the support and approval of the applicable Signatory Nation.

Entering Name on Register

- 5.2 The FSMC will enter the name of an individual who has been appointed a Member Delegate on the register of Member Delegates.

Rights of Member Delegate upon notice to FSMC

- 5.3 After receipt by the FSMC of a Council Resolution from the applicable Signatory Nation appointing a Member Delegate, that Member Delegate is entitled to
- (a) receive notice of meetings of the Signatory Assembly,
 - (b) attend and participate in meetings of the Signatory Assembly on behalf of the applicable Signatory Nation, and
 - (c) vote on resolutions as directed by the applicable Signatory Nation.

Obligations and mandate of Member Delegates

- 5.4
- (a) In relation to the FSMC, a Member Delegate has the duties and may exercise the powers of a member of a society under the Societies Act on behalf of the applicable Signatory Nation, subject to these Bylaws.
 - (b) Without limiting section (a), a Member Delegate is entitled to
 - (i) attend meetings of the Signatory Assembly,
 - (ii) vote on a resolution put to the Signatory Assembly on behalf of the Signatory Nation,
 - (iii) receive the annual financial statements presented by the Main Table Directors in accordance with section 35 of the Societies Act, and
 - (iv) receive other information from the FSMC from time to time reasonably necessary for the Member Delegate to advise the applicable Signatory Nation on the affairs of the FSMC and its attainment of the objectives referred to in section 2 of the Constitution.
 - (c) Each Member Delegate must uphold, observe and perform the duties of membership under the Constitution, these Bylaws and applicable law.

- (d) A Member Delegate must represent the interests of the applicable Signatory Nation in the FSMC.
- (e) A Member Delegate must, to the extent reasonably practicable, ensure the applicable Signatory Nation performs its duties and exercises its powers under these Bylaws in a timely manner.
- (f) A Member Delegate must seek direction and approval from the applicable Signatory Nation in the performance of his or her duties and the exercise of his or her powers as a Member Delegate under the Constitution and these Bylaws.
- (g) A direction or approval sought by a Member Delegate under section (f) may be in the manner and form considered necessary or advisable by the Member Delegate in the circumstances.
- (h) A Member Delegate will cease to be in good standing if, and so long as, that Member Delegate is in default of any duty of a Member Delegate under these Bylaws, as determined by an Extraordinary Resolution.

No verification by FSMC

- 5.5
- (a) The FSMC is not responsible for verifying the legal validity of the appointment of a Member Delegate or for ensuring compliance with any direction or approval given by the applicable Signatory Nation to a Member Delegate.
 - (b) In performing a duty or exercising a power from time to time under the Constitution or these Bylaws, each Member Delegate represents and warrants to the FSMC and to the other Signatory Nations that he or she has the requisite direction or approval from the applicable Signatory Nation.

Member Delegate remuneration

- 5.6
- (a) Subject to section (b), no Member Delegate will be entitled to nor accept remuneration or other benefit from the FSMC, except as otherwise provided for by the Constitution and these Bylaws.
 - (b) A Member Delegate may be reimbursed by the FSMC for expenses necessarily and reasonably incurred by the Member Delegate while engaged in the affairs of the FSMC if reimbursement is approved by a Majority Resolution of the Main Table.

Ceasing to be a Member Delegate

- 5.7
- (a) A Member Delegate immediately ceases to be a Member Delegate on the earlier of the following dates:
 - (i) the date the applicable Signatory Nation ceases to be a Signatory Nation,

- (ii) the date that is the later of the date the Member Delegate delivers a resignation in writing to the FSMC and the effective date of the resignation stated in that resignation,
 - (iii) the date that is the later of the date the applicable Signatory Nation delivers a Council Resolution to the FSMC removing or replacing that Member Delegate and the effective date of that removal or replacement stated in that Council Resolution,
 - (iv) the date of death of the Member Delegate, or
 - (v) the date of the winding-up of the FSMC.
- (b) If an individual ceases to be a Member Delegate in accordance with this bylaw, FSMC will update the register of Member Delegates.

Replacement of a Member Delegate

- 5.8 If a Member Delegate ceases to be a Member Delegate for a reason referred to in bylaw 5.7(a)(ii), 5.7(a)(iii) or 5.7(a)(iv), the applicable Signatory Nation must, by Council Resolution delivered to the FSMC within 30 days, appoint an individual to replace that Member Delegate.

PART 6 - SIGNATORY ASSEMBLY

Mandate of the Signatory Assembly

- 6.1 (a) In relation to the FSMC, Member Delegates meeting at a Signatory Assembly have the duties and may exercise the powers of members of a society at a general meeting under the Societies Act including, for certainty, exercising the power to amend the Constitution and these Bylaws in accordance with bylaw 14.2.
- (b) In addition to section (a), the Signatory Assembly must perform the following duties and may exercise the following powers -:
- (i) serve as the forum to discuss and approve:
 - (A) Annual Work Plans in accordance with bylaw 3.2; and
 - (B) Draft Mandates developed in accordance with bylaw 8.2; and
 - (ii) discuss other information reasonably necessary for the Member Delegates to advise the Signatory Nations on the affairs of the FSMC and its attainment of the purposes set out in section 2 of the Constitution.

- (c) Subject to PART 8 - MANDATE DEVELOPMENT PROCESS, a Signatory Nation is bound by, and will act in accordance with, its Member Delegate's vote at a Signatory Assembly.

Annual and special meetings of the Signatory Assembly

- 6.2 (a) Meetings of the FSMC must be held in accordance with the Societies Act at the time and place the Main Table Directors decide, subject to section (b).
- (b) The location of the annual Signatory Assembly should alternate, as fairly and equally as is reasonably practicable in the circumstances, between the geographic areas represented by the Regions.
- (c) Every Signatory Assembly, other than an annual Signatory Assembly, is a special Signatory Assembly.
- (d) The Main Table Directors may, when they think fit, convene a special Signatory Assembly.
- (e) The Chair must convene an special Signatory Assembly when requested to do so in writing by 10% or more of the Member Delegates.

Regional assemblies

- 6.3 (a) The Chair may call Regional Assembly meetings.
- (b) The purpose of a Regional Assembly is to share information and discuss matters of common concern for the Member Delegates and Signatory Nations from that Region.
- (c) The notice for, attendance and participation in, and rules of procedure for a Regional Assembly will be the same as for a Signatory Assembly, with the necessary changes required and so far as applicable.

Frequency

- 6.4 An annual Signatory Assembly must be held at least once in every calendar year and not more than 15 months after the holding of the last preceding annual Signatory Assembly.

Attendance and participation

- 6.5 (a) Participation by electronic communication will be permitted at a Signatory Assembly in accordance with bylaw 14.4.
- (b) Any member of the Council of a Signatory Nation who is not a Member Delegate may attend a Signatory Assembly as an observer.

Notice

- 6.6 (a) Subject to bylaw 5.3, a Member Delegate is entitled to receive at least 14 days written notice of any Signatory Assembly. Each Member Delegate is entitled to waive, in writing to the FSMC, strict compliance with this bylaw.
- (b) Notice of a Signatory Assembly must specify the place, day and hour of the meeting and include
- (i) a summary of any special business to be considered at the Signatory Assembly, and
 - (ii) reasonable detail regarding each issue proposed for submission to a vote of the Member Delegates.
- (c) The accidental omission to give notice to or the non-receipt of a notice by any Member Delegate entitled to receive notice does not invalidate proceedings at the meeting.

Special business

- 6.7 Special business is
- (a) all business at a special Signatory Assembly except the adoption of rules of order, and
 - (b) all business conducted at an annual Signatory Assembly, except the following:
 - (i) the adoption of rules of order;
 - (ii) the consideration of the financial statements;
 - (iii) the report of the Main Table Directors;
 - (iv) the report of the auditor, if any;
 - (v) the appointment of the auditor, if required; and
 - (vi) the other business that, under these Bylaws, ought to be conducted at an annual Signatory Assembly, or business that is brought under consideration by the report of the Main Table Directors issued with the notice convening the meeting.

Quorum

- 6.8 (a) The quorum for the transaction of business at a Signatory Assembly is 60% of the Member Delegates. Member Delegates deemed to be present in accordance with bylaw 14.4 are included in the quorum.

- (b) If at any time during the meeting there ceases to be a quorum present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

Chair of Signatory Assembly

- 6.9 (a) The Chair or Vice-chair must preside as chair of a Signatory Assembly.
- (b) If, at a Signatory Assembly, the Chair or Vice-chair is not present within 15 minutes after the time appointed for the Signatory Assembly, or requests that he or she not chair that meeting, the Member Delegates present must choose a chair for that Signatory Assembly.

Adjournment

- 6.10 (a) The chair of a Signatory Assembly may, or, if so directed by the Member Delegates at the Signatory Assembly, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of an adjourned meeting other than the business left unfinished at the adjourned meeting.
- (b) When a Signatory Assembly is adjourned for 15 days or more, notice of the adjourned meeting must be given as in the case of an original meeting of the Signatory Assembly.
- (c) Except as otherwise provided in these Bylaws, it is not necessary to give notice of an adjournment or of the business to be conducted at an adjourned meeting of the Signatory Assembly.

Resolutions

- 6.11 (a) A resolution proposed at a Signatory Assembly must be seconded.
- (b) The chair may not move or propose a resolution at a Signatory Assembly.

Consensus and voting

- 6.12 (a) To the extent reasonably practicable, decisions of the Signatory Assembly will be by consensus, however, if consensus cannot be achieved and a matter is put to vote, voting on that question by the Signatory Assembly must be based on the guiding principles set out in bylaw 2.1 and will take place in accordance with this bylaw.
- (b) Every Signatory Nation is a voting member of the FSMC and is entitled to one vote as represented by its Member Delegate on each matter to be voted on at a Signatory Assembly, in accordance with these Bylaws.

- (c) Voting is by a show of hands or any other method approved by the Signatory Assembly by Majority Resolution.
- (d) Voting by proxy is permitted, provided the appointment of the proxy by a Member Delegate is
 - (i) made in a form approved by the Main Table Directors,
 - (ii) limited to a specific meeting of the Signatory Assembly, and
 - (iii) is received by the Chair prior to a vote taking place at that Signatory Assembly.
- (e) In the case of a tie vote, the chair does not have a casting or second vote in addition to the vote to which he or she may be entitled as a Member Delegate and the proposed resolution is not passed.
- (f) For certainty, unless otherwise indicated, a matter to be decided by the Signatory Assembly will be decided by Majority Resolution.
- (g) If an individual is appointed as a Member Delegate by one or more Signatory Nations, that Member Delegate has a separate vote for each Signatory Nation that appointed him or her as that Signatory Nation's Member Delegate.

PART 7 - MAIN TABLE

Main Table appointments

- 7.1 (a) The Main Table is established and consists of nine Member Delegates appointed by Majority Resolution as follows:
- (i) two Member Delegates appointed by the Member Delegates representing the Upper Fraser Signatory Nations from amongst themselves;
 - (ii) two Member Delegates appointed by the Member Delegates representing the Middle Fraser Signatory Nations from amongst themselves;
 - (iii) two Member Delegates appointed by the Member Delegates representing the Lower Fraser Signatory Nations from amongst themselves; and
 - (iv) three Member Delegates appointed by the Member Delegates representing the Marine Approach Signatory Nations from amongst themselves.
- (b) The term of office of a Main Table Director is four years commencing on the date of their appointment and expiring on the fourth anniversary of that appointment.

Proceedings not invalid

7.2 An act or proceeding of the Main Table is not invalid merely because there is less than the prescribed number of Main Table Directors in office.

Mandate of the Main Table

- 7.3 (a) The Main Table must perform the following duties and may exercise the following powers:
- (i) in respect of a negotiation, appoint, retain and give direction to a negotiator to negotiate with a counterparty in accordance with an Approved Mandate;
 - (ii) develop and recommend Draft Mandates to the Signatory Assembly in accordance with bylaw 8.2;
 - (iii) provide information and discuss issues of importance in relation to the negotiations with the Signatory Assembly;
 - (iv) assist the Chair, as requested, in the administration of the FSMC;
 - (v) develop and, at least 14 days before each annual Signatory Assembly, recommend to Member Delegates a draft Annual Work Plan with the content referred to in bylaw 3.1 to be considered and, if acceptable, approved at that annual Signatory Assembly;
 - (vi) take the steps reasonably necessary to pursue the objectives set out in an Annual Work Plan; and
 - (vii) carry out any direction given to it by the Signatory Assembly that is not inconsistent with the Constitution or these Bylaws and is otherwise lawful.
- (b) Without limiting section (a), the Main Table may perform the duties and exercise the powers that the FSMC may perform and exercise and that are not by these Bylaws or by statute or otherwise lawfully directed or required to be performed or exercised by the FSMC in a Signatory Assembly, but subject, nevertheless, to
- (i) all laws affecting the FSMC,
 - (ii) these Bylaws, and
 - (iii) rules, not being inconsistent with these Bylaws, that are made from time to time by the Signatory Assembly.
- (c) A rule made by the Signatory Assembly does not invalidate a prior act of the Main Table Directors that would have been valid if that rule had not been made.

Meetings of the Main Table

- 7.4 A Main Table meeting must be held at least four times in every calendar year and not more than 4 months after the holding of the last preceding Main Table meeting.

Notice

- 7.5 (a) Each Main Table Director is entitled to receive at least 14 days written notice of a Main Table meeting.
- (b) Each Main Table Director is entitled to waive, in writing to the FSMC, strict compliance with this bylaw.
- (c) Notice of a Main Table meeting must specify the place, day and hour of the meeting and include reasonable detail regarding each issue proposed for submission to a vote of the Main Table Directors.
- (d) The accidental omission to give notice to or the non-receipt of a notice by a Main Table Director entitled to receive notice does not invalidate proceedings at the meeting.

Attendance and participation

- 7.6 (a) Participation by electronic communication will be permitted at a Main Table meeting in accordance with bylaw 14.4.
- (b) Any Member Delegate who is not a Main Table Director may attend a Main Table meeting as an observer.

Quorum

- 7.7 (a) The quorum for the transaction of business at a Main Table meeting is at least one Member Delegate appointed to the Main Table to represent each of the Regions.
- (b) If at any time during the meeting there ceases to be a quorum present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

Chair of a Main Table meeting

- 7.8 (a) The Chair or Vice-chair must preside as chair of a Main Table meeting.
- (b) If, at a Main Table meeting, the Chair or Vice-chair is not present within 15 minutes after the time appointed for the meeting, or requests that he or she not chair that meeting, the Main Table Directors present must choose a chair for that meeting from amongst themselves.

Adjournment

- 7.9 (a) The chair of a Main Table meeting may, or, if so directed by the Main Table Directors, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of an adjourned meeting other than the business left unfinished at the adjourned meeting.
- (b) When a Main Table meeting is adjourned for 15 days or more, notice of the adjourned meeting must be given as in the case of an original Main Table meeting.
- (c) Except as otherwise provided in these Bylaws, it is not necessary to give notice of an adjournment or of the business to be conducted at an adjourned Main Table meeting.

Resolutions

- 7.10 (a) A resolution proposed at a Main Table meeting must be seconded.
- (b) The chair may move or propose a resolution at a Main Table meeting.

Consensus and voting

- 7.11 (a) To the extent reasonably practicable, decisions of the Main Table will be by consensus, however, if consensus cannot be achieved and a matter is put to vote, voting on that question by the Main Table must be based on the guiding principles set out in bylaw 2.1 and will take place in accordance with this bylaw.
- (b) Every Main Table Director is a voting member of the Main Table, entitled to one vote on each matter to be voted on at a Main Table meeting, in accordance with these Bylaws.
- (c) Voting is by a show of hands or any other method approved by the Main Table by Majority Resolution.
- (d) Voting by proxy is permitted, provided the appointment of the proxy by a Main Table Director is
- (i) made in a form approved by the Main Table Directors,
 - (ii) limited to a specific meeting of the Main Table, and
 - (iii) received by the chair prior to the start of that Main Table meeting.
- (e) In the case of a tie vote, the chair does not have a casting or second vote in addition to the vote to which he or she may be entitled as a Main Table Director and the proposed resolution is not passed.

- (f) For certainty, unless otherwise indicated, a matter to be decided by the Main Table will be decided by Majority Resolution.

Officers

- 7.12 (a) At its first meeting in each calendar year, the Main Table, by Majority Resolution, must appoint from amongst themselves individuals to serve in the following offices of the FSMC:
- (i) Chair, who also serves as President of the FSMC;
 - (ii) Vice-chair; and
 - (iii) Secretary Treasurer.
- (b) An individual holds an office under section (a) at the pleasure of the Main Table, or as otherwise provided for in these Bylaws.
- (c) The term of office for each officer is one year and an officer may be appointed to two or more consecutive terms.

Chair

- 7.13 The Chair is responsible for making the necessary arrangements for and performing the following duties:
- (a) subject to bylaw 6.9, chair all meetings of the Signatory Assembly and Main Table;
 - (b) provide direction to the Vice-chair and Secretary Treasurer in the performance of their duties;
 - (c) appoint committees and individuals to assist in carrying out the duties, programs and obligations of the FSMC;
 - (d) represent the FSMC in dealing with other governmental authorities, corporations and businesses, in consultation with the Main Table;
 - (e) sit as an ex-officio member of all committees;
 - (f) maintain communication with the Main Table between meetings; and
 - (g) report regularly to the Signatory Nations through an annual report and publications.

Vice-chair

- 7.14 The Vice-chair must fulfill the duties of the Chair in the absence of the Chair and such other duties as may be assigned by the Chair from time to time.

Secretary Treasurer

- 7.15 (a) As secretary, the Secretary Treasurer is responsible for making the necessary arrangements for the following:
- (i) the issuance of notices of meetings of the Signatory Assembly and Main Table;
 - (ii) determining, monitoring and recording quorum at a meeting of the Signatory Assembly or Main Table;
 - (iii) ensuring that minutes and a record of all decisions are kept for all meetings of the Signatory Assembly and Main Table;
 - (iv) the custody of all records and documents of the FSMC;
 - (v) the maintenance of the register of members, Member Delegates and Main Table Directors; and
 - (vi) the conduct of the correspondence of the FSMC.
- (b) In the absence of the secretary from a meeting of the Signatory Assembly or Main Table, the chair of the meeting must appoint another individual to act as secretary at that meeting.
- (c) As treasurer, the Secretary Treasurer is responsible for making the necessary arrangements for the following:
- (i) the keeping of such financial records, including books of account, as are necessary to comply with the Societies Act; and
 - (ii) the rendering of financial statements to the Main Table Directors, Member Delegates, Signatory Nations and others when required.

Standard of care

- 7.16 Each Main Table Director is required to
- (a) act honestly, in good faith and in the best interests of the FSMC, and
 - (b) exercise the care, diligence and skill of a reasonably prudent person.

Disclosure

- 7.17 A Main Table Director who is directly or indirectly interested in a proposed contract or transaction with the FSMC must do the following:
- (a) disclose fully and promptly the nature and extent of the interest to each Main Table Director;
 - (b) recuse herself or himself from all deliberations regarding that contract or transaction; and
 - (c) not vote or otherwise attempt to influence the decision-making process regarding that contract or transaction.

Standards of conduct

- 7.18 (a) The Main Table may adopt standards of conduct that will
- (i) justify and maintain confidence of the Signatory Nations and Member Delegates in the integrity of the FSMC, and
 - (ii) not discourage experienced and competent individuals from accepting positions of responsibility with the FSMC.
- (b) In adopting standards of conduct, the Main Table may
- (i) adopt standards that are more strict than those required by applicable law, and
 - (ii) make rulings or give directions in individual cases that are more strict than the general standards that have been adopted by the Main Table.
- (c) The Main Table may establish policies and procedures for the guidance of individuals and to ensure that the FSMC observes appropriate standards of conduct.

Ceasing to be a Main Table Director

- 7.19 An individual is removed as a Main Table Director upon
- (a) removal from office by a resolution of 2/3 of the Member Delegates that appointed that individual as a Main Table Director under section 7.1(a);
 - (b) receipt by the FSMC of the resignation in writing by the Main Table Director;
 - (c) the expiry of the Main Table Director's term of office in accordance with section 7.1(b); or

- (d) the death of the Main Table Director.

PART 8 - MANDATE DEVELOPMENT PROCESS

Guiding principles

- 8.1 (a) Only Signatory Nations have the power to approve a mandate that directs and authorizes the Main Table:
 - (i) to enter into government to government negotiations; or
 - (ii) in respect of other significant matters that are not authorized by an Annual Work Plan,
- (b) Approval of a draft mandate will be made and communicated by a Signatory Nation through its Member Delegate in accordance with bylaw 8.3(d).
- (c) Approved Mandates will authorize the Main Table to act in the manner set out.

Draft Mandate

- 8.2 (a) As soon as practicable after an Annual Work Plan has been approved in accordance with bylaw 3.1, the Main Table will meet to discuss and develop any draft mandates that are required to achieve the objectives in the Annual Work Plan that require further authority in order for the Main Table to act.
- (b) A Draft Mandate will be in a standardized format approved by the Main Table and will include the following:
 - (i) how the Draft Mandate meets the objectives in the Annual Work Plan;
 - (ii) the authority being sought by the Main Table;
 - (iii) the rationale for the authority being sought and how it is consistent with the interests of the Signatory Nations and objectives of the FSMC.
 - (iv) if the Draft Mandate is in respect of a government to government negotiation:
 - (A) the background and technical information related to the topic to be negotiated, including various precedents and policy positions of other governments on similar topics; and
 - (B) the negotiating authority being sought, including the range of latitude required by the negotiator.

- (c) A Signatory Assembly may only approve a Draft Mandate by Extraordinary Resolution.

Formal Mandate Request

- 8.3 (a) A Draft Mandate approved by the Signatory Assembly in accordance with bylaw 8.2(c) is a Formal Mandate Request.
- (b) Each Member Delegate must seek approval of a Formal Mandate Request from his or her applicable Signatory Nation in accordance with this bylaw.
- (c) A Formal Mandate Request must be considered by a Signatory Nation within 30 days of the Signatory Assembly at which approval was given in accordance with bylaw 8.2(c).
- (d) An approval of a Formal Mandate Request by a Signatory Nation must be by Council Resolution delivered to the Chair by the Member Delegate for the applicable Signatory Nation as soon as practicable after the approval is given.

Approved Mandate

- 8.4 (a) A Formal Mandate Request approved by at least 75% of Signatory Nations in accordance with bylaw 8.3(d) is an Approved Mandate.
- (b) In respect of a negotiation, the Main Table must direct the negotiator appointed by it to negotiate with the counterparty in accordance with an Approved Mandate. For certainty, the Main Table may not direct the negotiator appointed by it to negotiate any substantive matter not contained in an Approved Mandate.

PART 9 - COMMITTEES

Creation of committees

- 9.1 (a) The Main Table may create standing and special committees as may from time to time be required which may be in whole or in part composed of Main Table Directors or Member Delegates as the Main Table thinks fit.
- (b) Unless specifically designated as a standing committee, any special committee so created must be created for a specified time period only.
- (c) Upon completion of the earlier of the specified time period or the task for which it was appointed, a special committee is automatically dissolved.

Powers of committee

- 9.2 (a) The Main Table may delegate any, but not all, of its power to a committee and that committee must limit its activities to the purpose or purposes for which it is

appointed and will have no powers except those specifically conferred to it by the Main Table.

- (b) A committee, in the exercise of the powers delegated to it, must conform to any rules that may from time to time be imposed by the Main Table and must report every act or thing done in the exercise of those powers at the next meeting of the Main Table held after it has been done or at such other time or times as the Main Table directs.

Committee meetings

- 9.3 The members of a committee may meet and adjourn as they think proper and meetings of committees will be governed by the rules set out in these Bylaws governing proceedings of the Main Table, so far as they are applicable and with the necessary changes.

PART 10 - FISCAL MATTERS

Borrowing or securing payment of funds

- 10.1 The FSMC is not to borrow or secure payment of funds except as may be authorized by a Main Table ordinary resolution. A lease of real or personal property will not be deemed a borrowing by the FSMC. However a debenture, mortgage or hypothecation must not be issued without authorization by an Extraordinary Resolution.

Financial and investment management

- 10.2 The Main Table may arrange for financial management or investment management of its resources in order to exempt from taxation the interest or other income that may be earned on its capital.

FSMC's banker

- 10.3 The FSMC's banker is to be a Canadian chartered bank, a trust company licensed as such, or a British Columbia credit union. All cash receipts of the FSMC are to be deposited with its banker or with its fiscal agent.

Bank signatories

- 10.4 (a) No persons other than the bank signatories will have or be deemed to have authority, express or implied, to authorize any investment transaction, to sign any cheque or other negotiable instrument or to authorize any payment from the FSMC's bank account or fiscal agency account.
- (b) The bank signatories will be any two or more Main Table Directors or other persons as may be specified by Main Table Majority Resolution, which may refer to a specific investment, expenditure or class or amount of investment or expenditure, or may be general in its application.

- (c) All financial or banking transactions requiring signature must be signed by two or more bank signatories.

Auditor

- 10.5 (a) This bylaw applies only where the FSMC is required or the Signatory Assembly has resolved by Majority Resolution to have an auditor.
- (b) At each annual Signatory Assembly, the FSMC may appoint an auditor to hold office until he or she is re-appointed or his or her successor is appointed at the next following annual Signatory Assembly.
- (c) An auditor may be removed at a Signatory Assembly by ordinary resolution.
- (d) An auditor must be promptly informed in writing of his or her appointment or removal.
- (e) The auditor may attend meetings of the Signatory Assembly.

Indemnification of Main Table Directors

- 10.6 (a) Subject to the provisions of the Societies Act, each Main Table Director is indemnified by the FSMC against expenses reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Main Table Director, except in relation to matters as to which he or she is finally adjudged in that action, suit or proceeding to have been derelict in the performance of his or her duty as a Main Table Director.
- (b) "Derelict" in section (a) means grossly negligent, criminally negligent or intentionally engaged in tortious conduct with the intent to defraud, deceive, misrepresent or take advantage improperly of an opportunity available to the FSMC.

Indemnities

- 10.7 (a) Subject to the provisions of the Societies Act, the Main Table is authorized from time to time to give indemnities to any Main Table Director or other person who has undertaken or is about to undertake any liability on behalf of the FSMC or any foundation or corporation controlled by it, and to secure such Main Table Director or other person against loss by mortgage and charge on the whole or any part of the real and personal property of the FSMC by way of security, and any action from time to time taken by the Main Table Directors under this bylaw does not require approval or confirmation by the Member Delegates.

- (b) The FSMC must, to the full extent permitted by the Societies Act, indemnify and hold harmless every individual previously, now or in the future serving as a Main Table Director and his or her heirs and legal representatives.
- (c) The FSMC must apply to court for any approval of the court which may be required to make the indemnities provided in this bylaw effective and enforceable. Each Main Table Director on being appointed is deemed to have contracted with the FSMC on the terms of the foregoing indemnities. These indemnities continue in effect with regard to actions arising out of the term each Main Table Director held office despite that he or she no longer continues to hold that office.
- (d) The failure of a Main Table Director to comply with the provisions of the Societies Act, the Constitution or these Bylaws does not invalidate any indemnity to which he or she is entitled under these Bylaws.

Liability

10.8 Subject to the provisions of the Societies Act, no Main Table Director for the time being of the FSMC is liable

- (a) for the acts, neglects or defaults of any other Main Table Director,
- (b) for any loss, damage or expense happening to the FSMC through the insufficiency or deficiency of title to any property acquired by the Main Table Directors for or on behalf of the FSMC,
- (c) for the insufficiency or deficiency of any security in or upon which any of the moneys of, or belonging to, the FSMC is placed or invested,
- (d) for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any funds or property of the FSMC is lodged or deposited, or
- (e) for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto,

unless all or any part of the above happens by or through the willful act, default or neglect of that Main Table Director.

Expenses incurred

10.9 Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by the FSMC prior to its final disposition in the discretion of the Main Table and upon receipt of an undertaking satisfactory in form and amount to the Main Table by or on behalf of the recipient to repay that amount unless it is ultimately determined that he or she is entitled to indemnification under these Bylaws.

Insurance

- 10.10 The FSMC may purchase and maintain insurance for the benefit of any or all Main Table Directors against personal liability incurred by that individual as a Main Table Director.

PART 11 - RECORDS

Records required

- 11.1 The records of the FSMC are to be kept in loose leaf and electronic format by or under supervision of the Secretary Treasurer and may include the following:
- (a) the Constitution and these Bylaws as amended from time to time;
 - (b) proxy appointments properly received at a meeting of the Signatory Assembly or Main Table;
 - (c) minutes of proceedings at each Signatory Assembly and Main Table meeting, including the text of each resolution whether passed at a meeting or (where permitted) by consent resolution in writing;
 - (d) registers of members, Member Delegates and Main Table Directors;
 - (e) a chronological index and a copy of all contracts;
 - (f) financial statements;
 - (g) auditors reports; and
 - (h) other records the Secretary Treasurer determines appropriate.

Inspection

- 11.2 The records of the FSMC are to be open to inspection by any Main Table Director, Member Delegate or Council member of a Signatory Nation at all reasonable times.

Public inspection

- 11.3
- (a) The records of the FSMC are not to be open to public inspection, except as may be required by law.
 - (b) The Secretary Treasurer is not authorized, except as may be required by law, to permit public inspection of
 - (i) minutes of proceedings of the Signatory Assembly or Main Table without authority of a Main Table Majority Resolution,

- (ii) any contract a term of which requires confidentiality to be maintained, or
- (iii) any other item determined by Main Table Majority Resolution to require confidentiality to be maintained.

Protection of records

- 11.4 The Secretary Treasurer must take the precautions he or she determines appropriate to protect the records from destruction, damage or disorder. The Secretary Treasurer may stipulate for inspection by appointment, under supervision and subject to payment of a reasonable inspection fee as will indemnify the FSMC against incidental expense.

PART 12 - NOTICES

Contact information

- 12.1 (a) Each Signatory Nation, Member Delegate, Main Table Director and auditor must provide the Secretary Treasurer a telephone number, mailing address, fax number and email address insofar as practical, which information is to be recorded on the appropriate register.
- (b) Under these Bylaws notice may be given to a Signatory Nation, Member Delegate, Main Table Director and auditor either personally, by mail, facsimile transmission or email, to the address or number provided under section (a).
- (c) Under these Bylaws notice may be given to the FSMC by mail, facsimile or email to the Chair.

Notice deemed given

- 12.2 A notice, including a resolution required to be submitted to Member Delegates entitled to vote on a resolution, is deemed to have been given:
- (a) if sent by mail, on the seventh day following the day on which the notice was posted and in proving that notice has been given, it is sufficient to prove the notice was properly addressed to the address provided under bylaw 12.1(a) and put in a Canadian post office receptacle;
 - (b) if delivered personally, on the day on which the notice was delivered and in proving that notice has been delivered personally, it is sufficient to prove the notice was properly addressed and delivered in person to the address provided under bylaw 12.1(a); and
 - (c) if sent by facsimile transmission or email, on the day on which notice was delivered and in proving that notice has been given, it is sufficient to prove that the notice was properly addressed to the last known facsimile number or email address, as the case may be, provided under bylaw 12.1(a).

PART 13 - DISPUTE RESOLUTION

Definitions

13.1 In this Part,

“conflict of interest” means when a Main Table Director or Member Delegate is a Member Delegate for the applicable Signatory Nation that is a Disputing Nation;

“Dispute” means a conflict or disagreement between two or more Signatory Nations respecting the interpretation or application of these Bylaws or implementation of the objectives of the FSMC or a breach or anticipated breach of an obligation created by these Bylaws but does not include any matter identified in bylaw 13.8;

“Disputing Nation” means a Signatory Nation directly involved in a Dispute and, for certainty, includes a Signatory Nation that has delivered a notice of Dispute under bylaw 13.4 to another Signatory Nation.

General

- 13.2 (a) By becoming a Signatory Nation, each Signatory Nation declares its desire and expectation that most Disputes will be resolved by informal discussions between or among the Signatory Nations involved in a Dispute without the necessity of invoking this Part.
- (b) By becoming a Signatory Nation, each Signatory Nation shares the following objectives:
- (i) to cooperate with each other to develop harmonious working relationships to achieve the purposes of the FSMC set out in section 2 of the Constitution;
 - (ii) to prevent or, alternatively, to minimize Disputes;
 - (iii) to identify Disputes quickly and resolve them in the most expeditious and cost-effective manner possible; and
 - (iv) to resolve Disputes in a non-adversarial, collaborative and informal atmosphere.
- (c) Without limiting sections (a) and (b), each Member Delegate will endeavour to ensure each Signatory Nation will resolve informally, and as between those involved, any Dispute in a manner that fosters an improved, ongoing and respectful relationship between the Signatory Nations.
- (d) Except as otherwise provided in this Part, Disputing Nations may agree to vary a procedural requirement contained in this Part as it applies to a particular Dispute.

Dispute Resolution Committee

- 13.3 (a) Upon receipt by the Chair of a notice of Dispute under bylaw 13.4(a), the Main Table must appoint a committee to assist the Disputing Nations to resolve the Dispute in a collaborative manner.
- (b) The Dispute Resolution Committee appointed under section (a) must be comprised of
- (i) two Member Delegates who are not in a conflict of interest,
 - (ii) two individuals familiar with fisheries issues who are not Member Delegates,
 - (iii) one individual with either legal training or mediation experience who, for certainty, may be a Member Delegate or not.
- (c) The individuals appointed under bylaw 13.3 must all
- (i) have unique qualities or specialized knowledge that will assist in resolving the Dispute, and
 - (ii) be independent and impartial.

Notice of a Dispute

- 13.4 (a) A Signatory Nation is directly involved in a Dispute if another Signatory Nation, acting reasonably, delivers to that other Signatory Nation a notice of Dispute requiring it to participate in the processes described in this Part to resolve that Dispute.
- (b) A notice of a Dispute under section (a) must include
- (i) the names of the Disputing Nations and the names of their respective Member Delegates,
 - (ii) a summary of the particulars of the Dispute;
 - (iii) a description of the informal efforts made to date to resolve the Dispute;
 - (iv) the names of the individuals involved in those efforts; and
 - (v) any other relevant information that will assist in clarifying the nature of the Dispute.

Collaborative negotiations

- 13.5 (a) The applicable Member Delegates appointed by a Disputing Nation will participate in collaborative negotiations in accordance with this bylaw.
- (b) Within 21 days of a notice of Dispute being given under bylaw 13.4, the applicable Member Delegates appointed by the Disputing Nations and the Dispute Resolution Committee will have their initial meeting to discuss the Dispute and will negotiate and attempt to reach an agreement on a resolution of the Dispute.
- (c) During the collaborative negotiations, the applicable Member Delegates appointed by the Disputing Nations will each make a serious attempt to resolve the Dispute by
- (i) identifying underlying interests,
 - (ii) isolating points of agreement and disagreement,
 - (iii) exploring alternative solutions,
 - (iv) considering compromises and accommodations, and
 - (v) taking any other measures that will assist in resolving the Dispute.

Termination of collaborative negotiations

- 13.6 (a) A Disputing Nation may withdraw from collaborative negotiations at any time by providing the Chair and the other Disputing Nation with written notice of, and reasons for, its withdrawal.
- (b) Collaborative negotiations are terminated when any of the following occur:
- (i) a Disputing Nation withdraws in accordance with section (a);
 - (ii) the applicable Member Delegates appointed by the Disputing Nations agree in writing to terminate the collaborative negotiations; or
 - (iii) the applicable Member Delegates appointed by the Disputing Nations sign a written agreement resolving the Dispute.
- (c) If collaborative negotiation is terminated without the Disputing Nations reaching agreement on the resolution of the Dispute, the Dispute Resolution Committee will, within 30 days, prepare a written non-binding recommendation for resolving the Dispute.
- (d) The Dispute Resolution Committee's recommendation given in accordance with section (c) will be presented by the Chair for consideration by the Signatory Nations at the next Signatory Assembly.

Cost of Dispute resolution

- 13.7 Each Disputing Nation is responsible for its own costs associated with the resolution of any Dispute under this Part and will equally bear any costs, other than their own costs, of any collaborative negotiation initiated under this Part.

Disputes not covered

- 13.8 (a) The resolution processes for a Dispute set out in this Part do not apply to the determination of any aboriginal right, including aboriginal title, or a treaty right of a Signatory Nation and protected by section 35 of Schedule B to the *Constitution Act, 1982*, (U.K.) 1982, c. 11;
- (b) For certainty, any conflict or disagreement respecting the matters identified in section (a) do not constitute a “Dispute” within the meaning of that word in this Part.

Judicial proceedings

- 13.9 (a) Subject to section (b), a Signatory Nation must not initiate judicial proceedings against another Signatory Nation in relation to a Dispute without first concluding the processes outlined in this Part.
- (b) Nothing in these Bylaws prevents a Disputing Nation from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period or to obtain interlocutory or interim relief that is otherwise available pending resolution of the Dispute.

PART 14 - MISCELLANEOUS

Copy of Constitution and Bylaws

- 14.1 Each Signatory Nation and Member Delegate is entitled to, and upon request the FSMC must provide, a copy of the Constitution and Bylaws of the FSMC.

Amendment

- 14.2 Amendment to the Constitution and these Bylaws may only be made by an Extraordinary Resolution.

Winding up or dissolution

- 14.3 Upon the winding-up or dissolution of the FSMC, the funds and property remaining after the payment or adequate provision of all of the FSMC’s liabilities is made, including of all costs, charges and expenses properly incurred in the winding-up or dissolution, including the remuneration of a liquidator, payment to employees of the FSMC of any arrears of salaries or wages, must be distributed to qualified recipients designated by the

Main Table. Wherever possible, funds or property remaining which had originally been received for specific purposes must be distributed to qualified recipients carrying on work of a similar nature to those specific purposes.

Electronic participation and communication

- 14.4 Any meeting of the Signatory Assembly, a Regional Assembly, Main Table or committee may be held, or any eligible participant may participate in that meeting, by video or conference call or similar communication equipment or device so long as all the participants can hear and respond to one another. All individuals participating in a meeting as referred to in this bylaw are deemed to be present in person at the stated location of that meeting and, despite any requirement in these Bylaws that voting at that meeting be carried out by show of hands, are entitled to vote by a voice vote recorded by the secretary of that meeting.

Affiliations

- 14.5 The FSMC has the right to subscribe to, become a member of and cooperate with any other association, foundation or corporation whose purposes or objectives are in whole or in part similar to the FSMC's objectives.

SCHEDULE 1 - SIGNATORY NATIONS BY REGION

SCHEDULE 1-A – UPPER FRASER SIGNATORY NATIONS

- | | |
|-------------------------------------|-------------------------------|
| 1. Burns Lake | 2. Canim Lake |
| 3. Stswecem'c Xgat'tem First Nation | 4. Esk'etemc |
| 5. Lhtako Dené Nation | 6. Lheidli T'enneh |
| 7. Nak'azdli Whut'en | 8. Nazko First Nation |
| 9. Saik'uz First Nation | 10. Soda Creek |
| 11. Stelat'en First Nation | 12. Takla Nation |
| 13. Tl'azt'en Nation | 14. Wet'suwet'en First Nation |
| 15. Williams Lake | 16. Yekooche First Nation |

SCHEDULE 1-B – MIDDLE FRASER SIGNATORY NATIONS

- | | |
|---------------------------|------------------------------|
| 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. Splantsin |
| 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 | |

SCHEDULE 1-C – LOWER FRASER SIGNATORY NATIONS

- | | |
|-------------------------------|--------------------------|
| 1. Chawathil | 2. Cheam |
| 3. Katzie | 4. Kwantlen First Nation |
| 5. Kwaw-Kwaw-Apilt | 6. Matsqui First Nation |
| 7. Samahquam | 8. Seabird Island |
| 9. Shxw'ow'hamel First Nation | 10. Shxwhá:y Village |
| 11. Skawahlook First Nation | 12. Skowkale |
| 13. Soowahlie | 14. Squiala First Nation |
| 15. Sts'ailes | 16. Sumas First Nation |
| 17. Tsawwassen First Nation | 18. Tzeachten |
| 19. Yale First Nation | |

SCHEDULE 1-D – MARINE APPROACH SIGNATORY NATIONS

- | | |
|------------------------|---------------------------|
| 1. Campbell River | 2. Cape Mudge |
| 3. Cowichan | 4. Ditidaht |
| 5. Ehattesaht | 6. Gwa'Sala-Nakwaxda'xw |
| 7. Halalt | 8. Lyackson |
| 9. Namgis First Nation | 10. Nuchatlaht |
| 11. Penelakut Tribe | 12. Qualicum First Nation |
| 13. Quatsino | 14. Tlowitsis Tribe |