

CANADA-YUKON FRESHWATER FISHERIES AGREEMENT

January 23, 1989

THIS AGREEMENT made this 31 day of MARCH, 1989.

BETWEEN:

HER MAJESTY THE QUEEN in the Right of Canada, as represented by the Minister of Fisheries and Oceans ("Canada").

AND :

The Government of the Yukon Territory as represented by the Executive Council Member responsible for the Department of Renewable Resources ("the Yukon").

WHEREAS Canada has constitutional jurisdiction over seacoast and inland fisheries and has responsibility for the conservation of fish and fish habitat, and the management of the fisheries;

WHEREAS Canada and the Yukon agree that it is in the public interest that Yukon assume by assignment from Canada administrative responsibility for the Fisheries Act, R.S.C., 1985, c. F-14 and regulations made thereunder as they relate to non-anadromous fish in the freshwaters of the Yukon Territory;

WHEREAS Canada and the Yukon signed a letter of intent on June 11, 1988, stating the principles on which the assignment of the freshwater fishery to the Yukon is based;

WHEREAS Canada and the Yukon agree that this Agreement reflects the principles stated in the said letter of intent;

WHEREAS Canada and the Yukon agree that nothing in this Agreement or any sub-agreements that may be developed, shall prejudice or otherwise adversely affect the resolution and implementation of native land claims, or the first priority of the Indian food fishery over any other use of the fishery resource, subject to fishery resource conservation needs.

WHEREAS Canada and Yukon affirm their determination to maintain, restore, and enhance long-term benefits from fisheries in waters of Yukon;

WHEREAS Canada and the Yukon agree that this agreement shall operate without prejudice to any future agreements between them that transfers or assigns administrative or legislative responsibility from Canada to the Yukon.

ARTICLE I

DEFINITIONS

In this Agreement:

"administrative responsibilities" means administration of the Fisheries Act, R.S.C. 1985, c. F-14 and regulations made thereunder as they relate to freshwater fisheries management.

"anadromous fish" is one that goes upstream to spawn, from salt to freshwater and includes: salmon and Arctic charr and some stocks of whitefish and cisco on the North Slope of Yukon.

"Canada-Yukon Fisheries Consultative Committee ("CYFCC)" means the Pacific Regional Director - Fisheries Branch of the Department of Fisheries and Oceans Canada and the Director, Fish and Wildlife Branch, Department of Renewable Resources, Yukon meeting together to address the purpose.

"conservation" means the management of fish populations and habitats to ensure their quality, diversity and long term optimum productivity, with the primary goal of ensuring a sustainable harvest and its proper utilization.

"fish habitat" includes spawning grounds and nursery, rearing, food supply and migration areas on which fish depend directly or indirectly in order to carry out their life processes.

"fish inspection" means programs and projects intended to ensure that fish imported to, or exported from the Yukon are wholesome, safe, free of foreign material, accurately described with respect to weight and contents and acceptable for use as human food. In addition, fish inspection is understood to cover the inspection of vessels, processing, storage and shipping facilities to ensure that the requirements of the Fish Inspection Act, R.S.C., 1985, c. F-12, of Canada are met.

"fisheries" includes the participating individuals, companies and public agencies, the works, equipment and supplies used, and the fish stocks being

harvested for beneficial purposes of taking fish for food, commerce and recreation.

"fisheries agencies" means the Canada Department of Fisheries and Oceans and the Yukon Department of Renewable Resources.

"formula financing agreement" means the Memorandum of Agreement dated May 10, 1985, as amended from time to time, between the Government of Canada represented by the Minister of Finance and the Government of the Yukon represented by the Commissioner of the Yukon and the Executive Council Member Responsible for Finance.

"freshwater fish" means all fish found in the Yukon Territory other than anadromous stocks of: chum (Oncorhynchus keta), coho (Oncorhynchus kisutch), chinook (Oncorhynchus tshawytscha), sockeye (Oncorhynchus nerka), pink (Oncorhynchus gorbuscha), anadromous coregonidae (whitefish and cisco) and Artic charr (Salvelinus alpinus).

"Indian food fishery" means that fishery conducted by an Indian as defined in the Indian Act, R.S.C. 1985, c. I-5, for the sole purpose of obtaining food for that Indian, for his family or for the band.

"Ministers" means the Minister of Fisheries and Oceans for Canada and the Minister of Renewable Resources for the Yukon.

"programs" means programs existing from time to time in respect of freshwater fisheries.

"purpose" means the provisions of Article II.

ARTICLE II

PURPOSE

1. The purpose of this Agreement is to assign the administrative responsibilities for the management of freshwater fisheries (and freshwater fish habitat when a subsequent subsidiary agreement for that purpose is executed) from Canada to the Yukon.

2. This transfer is within the context of Department of Fisheries and Oceans' relevant policies, the Yukon's policies and the goals stated in Clause 4.
3. Program objectives and results shall be consistent with the goals stated in Clause 4 and progress will be assessed in relation to these goals.
4. The goals of this transfer are:
 - (a) to protect and maintain healthy aquatic ecosystems and associated fish communities, to rehabilitate those now degraded, and to optimize the production of fish and fishing opportunities to satisfy, in part, society's requirements for:
 - wholesome food and other fish products
 - employment income
 - cultural and recreational activities
 - high quality of the human environment; and
 - (b) to create public awareness of the importance of healthy fish communities and aquatic ecosystems to all society and to engender a harmonious pattern of use of fisheries resources and of the terrestrial and aquatic ecosystems on which they depend.

ARTICLE III

RESPONSIBILITIES

The Yukon agrees, on the date this Agreement is signed, to:

1. accept administrative responsibility for the management of the freshwater fishery. Said administrative responsibilities shall be deemed to include habitat, once the two parties have agreed to the terms of a freshwater fish habitat subsidiary agreement (Annex);
2. manage, monitor, tally and otherwise oversee the freshwater Indian food fishery, the domestic freshwater fishery, the freshwater commercial fishery, and the freshwater recreational/sport fishery;

3. restrict, subject to the approval of the appropriate Fish Health and the appropriate Fish Transplant authorities of Canada, the importation of non-indigenous fish species, to Salmo gairdneri (rainbow trout), and allow the stocking thereof to occur only in landlocked lakes in the Yukon Territory, which have no inlets or outlets;
4. be responsible for assessing populations of freshwater fish and for conducting any related research to provide data for fisheries management decisions.

Canada agrees to:

1. transfer the administration of the freshwater fisheries to the Yukon and to transfer the administration of freshwater fish habitat to the Yukon whenever a freshwater fish habitat sub-agreement is executed.
2. administer the Fish Inspection Act, R.S.C., 1985, c. F-12 for fish exported from Yukon.
3. provide access to the Yukon to all files, records, data available on freshwater fisheries in Yukon.
4. carry out fisheries research in freshwater as it relates to Canada's responsibility for the protection of fish and fish habitat, but not for the purpose of day-to-day management decisions and to carry out other research under the auspices of specific federal/territorial agreements.

ARTICLE IV

JOINT INSTITUTIONAL ARRANGEMENTS

1. Canada and the Yukon agree to establish a Canada-Yukon Fisheries Consultative Committee (CYFCC), to implement this Agreement.
2. CYFCC shall:
 - (a) meet as required but not less than annually;
 - (b) as outlined in the Annex, develop and recommend to the Ministers subsidiary agreements to implement programs;

- (c) advise the signatories to this Agreement about the progress and effectiveness of programs and make appropriate recommendations through an annual report concerning the implementation of this Agreement;
- (d) facilitate inter-agency coordination and the involvement of concerned persons as necessary to ensure the successful achievement of programs, including provision of freshwater fisheries research advice to the Yukon.
3. To facilitate joint decision-making, efficient use of program resources and effective management, the Parties agree where appropriate to enter into subsidiary agreements specifying the respective roles of the parties and applicable administrative and financial arrangements in relation to the subject matter of the subsidiary agreements.
4. To implement this Agreement, Canada, except as the Parties may otherwise in writing agree, shall assign its administrative responsibilities for the management of freshwater fisheries and freshwater fish habitat under the Fisheries Act, R.S.C., 1985, c. F-14 to the Yukon. Further, except as herein otherwise provided, the freshwater fishery shall, after the coming in force of this Agreement, be administered by the Yukon which shall have the right to dispose of the right to fish by sale, licence, or otherwise, as it relates to the conservation and protection of fish and fish habitat and the management and control of fisheries in non-tidal waters.
5. The Ministers shall meet annually to review and consider reports and other matters as appropriate.

ARTICLE V

FINANCIAL ARRANGEMENTS

Canada agrees to:

1. pay to the Yukon the sum of \$750,000.00 to be paid in three installments of \$250,000.00 for a period of three consecutive years beginning April 1, 1989, and following on April 1, 1990 and April 1, 1991.
2. make a base funding adjustment in the amount of \$84,000.00 to the Yukon 1989-90 Gross Expenditure Base before the Gross Expenditure Base has been escalated by the 1989-90 escalator, in the manner set out in the Formula Financing Agreement.
3. recommend, at the Yukon's request, to the Governor in Council that fishing licence fees in the Yukon be increased no later than April 1, 1989.

ARTICLE VI

REVIEW AMENDMENT AND TERMINATION OF THE AGREEMENT


1. This Agreement may be amended on mutual agreement, confirmed by an exchange of letters between Ministers and specifying the contents and the effective date for such amendments, subject to the requirement that such amendments shall be consistent with the purpose.
2. This Agreement may be terminated by either party one year following written receipt of notice to do so, and all payments by Canada pursuant to this agreement would cease.
3. Any subsidiary agreement made pursuant to this Agreement, unless otherwise agreed to in writing, shall terminate at the same time and date that this Agreement terminates.


ARTICLE VII

AGREEMENT IN FORCE

1. This Agreement shall come into force on the day it is executed.

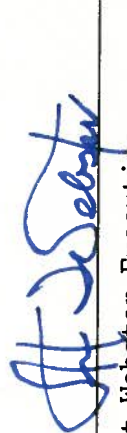
IN WITNESS WHEREOF this Agreement has been signed on behalf of Canada by the Honourable Tom Siddon, Minister of Fisheries and Oceans, this 25th day of May, 1989.

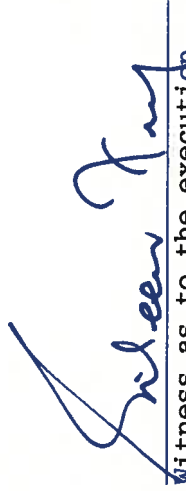

Witness as to the execution by
the Honourable Tom Siddon

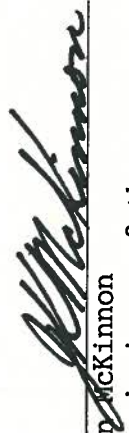

Tom Siddon
Minister of Fisheries and
Oceans for Canada

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Yukon by the Executive Council Member responsible for the Department of Renewable Resources this 29 day of March, 1989.


Witness as to the execution by
the Honourable Art Webster


Art Webster Executive
Council Member responsible
for the Department of
Renewable Resources


Witness as to the execution
by Ken McKinnon


Ken McKinnon
Commissioner of the
Yukon Territory

ANNEX

SUBSIDIARY AGREEMENTS

As provided in paragraph IV (2) (b), subsidiary agreements may be developed on the following subjects by CYFCC for execution by the Ministers and may include: references to the uses of institutional arrangements, delegation, and sharing of authorities, as well as responsibilities for training, public involvement, socio-economic concerns, research, planning, statutes, regulations, information systems, enforcement, liabilities, reporting relationships, targets, audits, evaluations, and process of amendments to applicable legislation.

POTENTIAL AREAS FOR SUBSIDIARY AGREEMENTS

1. Fish Habitat Management
2. Sport Fisheries Development
3. Fish Inspection
4. Others as may be appropriate from time to time.