

**CANADA/YUKON MEMORANDUM OF UNDERSTANDING  
ON AQUACULTURE DEVELOPMENT**

**THIS AGREEMENT MADE THIS 20TH DAY OF MARCH 1991**

**BETWEEN THE GOVERNMENT OF CANADA  
(hereinafter referred to as "Canada" represented by the Minister  
of Fisheries and Oceans)**

**OF THE FIRST PART**

**AND THE GOVERNMENT OF THE YUKON  
(hereinafter referred to as "Yukon" represented by the Minister of  
Renewable Resources)**

**OF THE SECOND PART**

WHEREAS Canada and the Yukon wish to establish a mutual agreement to advance the orderly growth and development of the aquaculture industry in the Yukon;

AND WHEREAS both Canada and the Yukon have substantial interests in the prudent development of an economically sound aquaculture sector and the facilitation of investment therein;

AND WHEREAS both Canada and the Yukon are interested in identifying and clarifying their respective roles in advancement of the aquaculture sector;

AND WHEREAS the Governor-in-Council, in Order-in-Council PC 1991-\_\_\_\_\_ of the \_\_\_ day of \_\_\_\_\_, 1991, has authorized the Minister of Fisheries and Oceans to enter into this Memorandum of Understanding on behalf of Canada;

AND WHEREAS the Commissioner in Executive Council, in Order-in-Council 1991/\_\_\_\_\_ of the \_\_\_\_\_ day of \_\_\_\_\_, 1991, has authorized the Minister of Renewable Resources to enter into this Memorandum of Understanding on behalf of the Yukon;

Notwithstanding anything in this Agreement, Canada and Yukon may take measures deemed necessary to protect matters under their authority.

1. Definitions

1.1 "aquaculture" means the culture or husbandry of aquatic plants and animals.

1.2 "aquaculture facility" means lands or waters where aquaculture is conducted, including the buildings, improvements or fixtures situated thereon, and associated personal property such as ships, barges, tanks, cages or structures, but excludes fish processing facilities;

1.3 "finfish" includes adult forms, eggs, larvae, young or juvenile stages or any parts thereof;

1.4 "extension program" means the provision and promotion of technical, marketing, production and business management information, procedures and technologies to and for the benefit of the aquaculture industry; and

1.5 "technology transfer" means transmittal and adoption of scientific and production information, procedures and technologies to and for the benefit of the aquaculture industry.

2. Scope

2.1 This Agreement extends to those finfish currently, or which may be, husbanded or cultured in the Yukon territory by the aquaculture industry as listed in Schedule B.

3. Research and Development

3.1 Canada and Yukon will facilitate research, development and technology transfer as it relates to aquaculture, in a co-operative manner to ensure that programs are complementary, cost effective and meet the needs of industry. The Management Committee (Schedule A) shall be the forum for co-ordination, co-operation and the identification of priorities.

3.2 Canada may undertake research and development related to the aquaculture industry in the Yukon territory, including conducting research at aquaculture facilities where appropriate. Canada shall communicate research and development results to the aquaculture industry, and shall encourage rapid communication of key results to those parties.

3.3 Canada and Yukon may facilitate and encourage the development, provision and delivery of extension programs to the aquaculture industry, and shall co-operate in the provision of those services, and in facilitating technology transfer to the industry.

3.4 Canada and Yukon agree to foster and encourage the aquaculture industry, educational institutions and other agencies to undertake, or focus, activities related to the development, acquisition, application and dissemination of knowledge or technology to maximize the benefit of such activities to the aquaculture industry.

4. Education and Training

4.1 Yukon will facilitate and encourage the development, provision and delivery of educational and on-the-job programs that will provide technical and safety training for the aquaculture industry.

4.2 Canada will encourage the training of graduate students, post-doctoral fellows and technical or industry personnel in its research facilities and in other institutions.

5. Administration of Aquaculture

5.1 Licensing and Regulation: Territorial

5.1.1 Yukon will undertake the issuing of licences to carry out aquaculture operations in the Yukon territory.

5.1.2 The Ministry of Renewable Resources will act as lead territorial agency in dealing with Canada. However, any ministry of the Yukon may be responsible for administering the activities herein referred to, and may deal directly with Canada.

5.1.3 Subject to the Fisheries Act, Yukon in establishing regulations and policies for the aquaculture industry may address, among others, the following concerns:

(a) development and management of the aquaculture industry in the Yukon territory;

(b) establishment of categories of aquaculture licences and the terms and conditions of each;

- (c) exemption of types of aquaculture or activities;
- (d) fees or royalties in regard to licensing aquaculture operations;
- (e) prescription of forms or applications for aquaculture licences;
- (f) size, spacing, density and location of aquaculture facilities and the use, content and enforcement of site-development plans;
- (g) number of aquaculture licences that may be held by one person;
- (h) marking and identification of aquaculture sites and structures;
- (i) reporting requirements, records and documents, and fees in respect thereof;
- (j) performance standards for aquaculture facilities;
- (k) qualifications or financial standards for aquaculture facilities;
- (l) protection of the confidentiality of information required from licencees and applicants;
- (m) methods of handling, buying, selling, holding and possession, offering or advertising for sale or maintaining the quality of finfish within the Yukon territory;
- (n) approved methods of harvesting in an aquaculture facility and prohibitions of such harvesting without the consent of the licensee;
- (o) standards relative to the design, layout, construction materials and equipment of aquaculture facilities;
- (p) fish health policies for the transportation, importation and holding of fish in the Yukon; and
- (q) conservation and protection of non-anadromous species with respect to aquaculture.

5.1.4 Yukon will refer all aquaculture applications to Canada for assessment of impact on fish habitat and EARP or successor legislation assessment prior to establishing the conditions of licence.

5.2 Regulation: Federal

5.2.1 The Department of Fisheries and Oceans will act as lead federal agency for aquaculture in the Yukon. However, any federal department of the Government of Canada may be responsible for exercising its powers and regulations herein referred to, and may deal directly with Yukon in that regard.

5.2.2 Leases issued by Canada over Federal properties shall continue to be administered by Canada.

- 5.2.3 The Fish Health Protection Regulations and related instruments under the Fisheries Act shall apply to all stocks in and/or from aquaculture facilities.
- 5.2.4 Canada may enact regulations and policies for conservation and protection of wildstocks of anadromous species and fish habitat with respect to aquaculture.
- 5.2.5 For anadromous fish species, Canada is responsible for issuing permits for collecting wild broodstock for aquaculture including eggs, milt, juveniles and adults.
- 5.3 Co-ordination
- 5.3.1 Canada and Yukon will develop mutually acceptable aquaculture referral processes and will consult with each other to develop criteria and standards that recognize and minimize the possible impacts of aquaculture on fish health, fish habitat, fish migration and escapement and which recognize industry concerns and requirements.
- 5.3.2 Canada and Yukon will consult in exercising existing and in establishing new regulations and policies for the aquaculture industry and may address, among others, the following concerns:
- (a) the transfer and transport of finfish between aquaculture facilities and processing plants within the Yukon territory and the provision of environmental assessments relative to such activities;
  - (b) isolation and quarantining of finfish, and where diseased or infested with harmful lifeforms, disposal and destruction of such finfish, and disinfection or disposition of equipment related to such finfish;
  - (c) standards relative to construction and operation of aquaculture facilities, and methods of handling, storage and use of chemicals, fertilizers, vaccines, feeds and other substances used in the conduct of aquaculture; and
  - (d) in conjunction with the aquaculture industry, development of product quality standards.
- 5.3.3 Canada and Yukon will consult on the development of any new policy regarding international and inter-territorial importations of finfish or intra-territorial movements which would expose a watershed or marine area, all or part of which, is included in the Yukon territory, to the introduction of exotic species, diseases and pests.
- 5.3.4 Canada and Yukon will, through a Federal-Territorial Transplant Committee, establish a review process to approve or reject applications for the introduction, transport and transfer of finfish into and within the Yukon territory.
- 5.3.5 Canada and Yukon will establish mechanisms for on-going dialogue with the aquaculture industry, in a form and with terms of reference as agreed to by the Management Committee.

5.4 Dispute Resolution

5.4.1 In the event of a dispute between Canada and Yukon over a substantive question affecting matters referred to in this Agreement it shall be referred to the Management Committee. Where the Management Committee is unable to resolve the dispute, it shall be referred to the Deputy Minister of Fisheries and Oceans for Canada and the Deputy Minister Renewable Resources for the Yukon who shall diligently attempt to resolve the dispute as quickly as possible and in accordance with the intent of this Agreement.

5.4.2 Where a Court of competent jurisdiction finds a particular regulation to be ultra vires the powers of Canada or Yukon and neither government intends to appeal the decision, or the appeal process has been exhausted, the government that has authority over the matter shall consider forthwith the passing of substantially similar regulations to replace the ones declared ultra vires by the Court.

5.5 Compliance and Inspection

5.5.1 Canada and Yukon shall conduct periodic inspections of aquaculture facilities to determine compliance with their respective Acts, regulations and guidelines and will provide the other with results, relevant to their mandate, of those inspections. Nothing in this Agreement shall affect the duties of the parties with regard to fish plant inspections.

5.5.2 Canada will consult with Yukon concerning appointments, as agents for fish health protection purposes, of qualified persons recommended by Yukon. Yukon shall have a co-operative role in the detection, prevention, control and eradication of fish diseases in the Yukon territory.

5.5.3 (a) Canada will exercise its responsibilities to monitor aquaculture products destined for human consumption for antibiotic residues, toxic materials and other additives or contaminants likely to pose a hazard to human health;

(b) Canada will exercise its responsibilities to specify quality or grade standards for inter-provincial, inter-territorial and international trade and inspect for compliance; and

(c) Yukon will exercise its responsibilities to license and inspect facilities buying, vending and processing aquaculture products for intra-territorial trade.

6. Statistics

6.1 Yukon shall collect annually, in a mutually agreed form, data from aquaculture facilities relevant to production, distribution and sales. It shall provide the data to Canada.

6.2 Canada shall compile territorial statistics on aquaculture and publish them annually in a national report together with its own statistics.

6.3 To facilitate the exchange and supply of cultivated stock, Canada shall develop and maintain a National Registry of important aquaculture stocks. Canada shall make available to Yukon information concerning those stocks, whether or not indigenous to the Yukon territory, including information about each stock's performance characteristics, ancestry and related facts.

6.4 Canada shall maintain a National Registry of fish diseases and a data centre for the documentation and dissemination of information pertaining to fish diseases in Canada.

7. Management and Implementation

7.1 There shall be a Management Committee whose structure and functions are as set out in Schedule A.

7.2 The Director, Fisheries Branch, Pacific Region, Department of Fisheries and Oceans, or designate, shall represent Canada for the implementation of this Agreement on behalf of Canada, and shall be Co-Chairperson of the Management Committee.

7.3 The Director, Fish and Wildlife, Ministry of Renewable Resources, or designate, shall represent Yukon for the implementation of this Agreement on behalf of Yukon and shall be Co-Chairperson of the Management Committee.

7.4 Implementation of this Agreement will be co-ordinated with other Canada-Yukon Agreements administered by the Department of Fisheries and Oceans.

7.5 The parties agree that they shall use their best efforts to achieve expeditious alteration of legislation or administrative policies that may impede the implementation of this Agreement.

7.6 The Management Committee will meet annually to review implementation of this Agreement and will consult as necessary to ensure its effective operation.

7.7 The parties will use their best efforts to ensure implementation of the intent of this Agreement in fostering growth and development of aquaculture in the Yukon.

8. National Co-ordination

8.1 The parties will co-operate with other provinces and territories if possible, through national meetings or other arrangements, for the putting in place of plans and projects aimed at developing aquaculture and at promoting a co-ordinated and joint approach to the development of aquaculture and the marketing of its product.

9. Amendments to Agreement

9.1 This Agreement may be amended at any time on mutual accord.

- 9.2 A notice of proposal to amend this Agreement by one party shall be submitted in writing to the other party, which shall respond within three (3) months. Failure to respond within three (3) months shall be deemed to be rejection of the amendment proposal.
10. Coming into Force
- 10.1 This Agreement shall come into force upon approval by Order-in-Council of the Governments of both parties.
11. Termination
- 11.1 The present Agreement may be terminated on one year's written notice by either party.

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
Witness

GOVERNMENT OF CANADA

  
\_\_\_\_\_  
Minister of Fisheries and Oceans

  
\_\_\_\_\_  
Witness

GOVERNMENT OF THE YUKON

  
\_\_\_\_\_  
Minister of Renewable Resources



## SCHEDULE A

### MANAGEMENT COMMITTEE

The Management Committee shall be comprised of equal numbers of federal and territorial members. It shall have at least 4 members. It shall meet not less than annually.

The Management Committee shall:

- function as a co-ordinating mechanism to implement this Agreement;
- identify priorities, timing, sequence and funding for activities of joint interest;
- strike and co-ordinate subordinate committees or task groups as necessary to perform its duties;
- co-ordinate and consult with industry and other interested groups including non-government or international organizations;
- establish an Industry Advisory Committee to advise the Management Committee on aquaculture matters;
- identify research priorities and encourage timely communication of key research results to the industry;
- develop terms of reference to establish and maintain a direct communications link with industry;
- assist in resolving disputes arising between Canada and Yukon;
- establish a Federal/Territorial Finfish Transplant Committee that will adjudicate applications for introduction, transfer and transport of finfish into and within the Yukon territory; and
- approve additions and/or deletions to Schedule B (finfish which may be cultured in the Yukon territory).

SCHEDULE B

FINFISH WHICH MAY BE CULTURED IN THE YUKON TERRITORY

COMMON NAME

Arctic char  
Lake trout  
Dolly varden  
Inconnu  
Northern Pike  
Lake whitefish  
Suckers  
Rainbow trout  
  
Sockeye salmon  
Chinook salmon  
Coho salmon  
Chum salmon  
Burbot  
Grayling

SCIENTIFIC NAME

Salvelinus alpinus  
Salvelinus namaycush  
Salvelinus malma  
Stenodus leucichthys  
Esox lucius  
Coregonus clupeaformis  
Catostomidae species  
Oncorhynchus mykiss  
(S. gairdneri)  
Oncorhynchus nerka  
Oncorhynchus tshawytscha  
Oncorhynchus kisutch  
Oncorhynchus keta  
Lota lota  
Thymallus arcticus