

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

Fisheries Resources Agreement

BETWEEN:

THE MALISEET OF VIGER FIRST NATION, represented by its Grand Chief Jacques Tremblay, duly authorized (hereinafter the “**MVFN**”)

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard and the Minister of Crown-Indigenous Relations (hereinafter “**Canada**”)

Collectively referred to as “**the Parties**”

PREAMBLE

WHEREAS the Maliseet have a history of conservation consciousness and interdependence with natural resources;

WHEREAS the Maliseet have developed a close and sustainable relationship with *fisheries resources* and their habitat and continue to maintain this relationship in conducting food, social, cultural, traditional and commercial activities;

WHEREAS the Maliseet hold and exercise Aboriginal and treaty rights in connection with the harvest of *fisheries resources*, notably pursuant to the Peace and Friendship Treaties, which are recognized and affirmed under section 35 of the *Constitution Act, 1982*;

WHEREAS the Maliseet have never ceded their Aboriginal and treaty rights concerning *fisheries resources* harvesting;

WHEREAS Canada recognizes and affirms the existence of the Maliseet’s Aboriginal and treaty rights concerning harvesting and managing *fisheries resources*, and that the Parties wish to reach an agreement on how these rights shall be exercised for commercial communal purposes;

WHEREAS Canada recognizes and affirms the Maliseet’s inherent rights to self-government and self-determination;

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

WHEREAS the Parties wish to encourage the continued development of their skills and governance, and ensure active participation of the Maliseet in harvesting and managing *fisheries resources* for commercial purposes;

WHEREAS the purpose of this Agreement is to continue the process established by Canada to provide the Maliseet with greater access to *fisheries resources* in light of the Supreme Court of Canada's decision in *R. v. Marshall* and other case law;

WHEREAS the Parties wish to establish an ongoing relationship that is respectful, collaborative, evolving and adaptable to the Maliseet's current and future needs, allowing for mutually beneficial economic and social exchanges;

AND WHEREAS the Parties acknowledge that to effectively and harmoniously implement this Agreement, the Maliseet require financial and organizational capability.

NOW THEREFORE, the Parties agree as follows:

SCOPE

1. For its duration, the *Fisheries Resources* Agreement (hereinafter the "**Agreement**") is to agree on the exercise of the Maliseet's Aboriginal and treaty rights concerning the harvesting and management of *fisheries resources* for commercial communal purposes, including the right to harvest and share *fisheries resources* to ensure moderate livelihood. It is not intended to cancel or prevent the conclusion of any other agreement or program concerning existing or new and emerging *fisheries activities* or future communal commercial fisheries.

Canada acknowledges that the Maliseet's right to operate food, social and ceremonial fisheries is beyond the scope of the Agreement but could be addressed in a separate agreement.

OBJECTIVES

2. The Agreement aims to :
 - a. recognize the primacy of Canada's *fisheries resources* conservation objectives and involve the Maliseet in implementing them;
 - b. encourage the operation of *commercially exploitable fisheries resources* by the Maliseet;
 - c. agree on a collaborative, participatory and evolving management method for *fisheries resources*;

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

- d. promote the Maliseet's self-government and governance in connection with the management of *fisheries resources*;
- e. promote the growth and diversification of Maliseet *fisheries activities* to maximize socioeconomic benefits for the Maliseet;
- f. recognize the evolving nature of the exercise and implementation of the Maliseet's Aboriginal and treaty rights in relation to *fisheries activities*; and;
- g. provide reasonable resources and opportunities to achieve these objectives.

DEFINITIONS

3. The following definitions apply to this Agreement :

Fisheries activities: means any existing or planned activities related to harvesting and managing *fisheries resources* and their habitat, aside from food, social and ceremonial fisheries. It notably includes fishing and harvesting of *fisheries resources*, the production of integrated fisheries and harvesting management plans, as well as scientific research on *fisheries resources*, their habitats and harvesting methods.

Minister: means the Minister of Fisheries, Oceans and the Canadian Coast Guard or a person appointed to serve, in the department over which the Minister presides, in an appropriate capacity.

Fisheries resources: means living, animal and plant resources in aquatic environments under Canada's jurisdiction for monitoring and management.

Commercially exploitable fisheries resources: refers to fisheries resources in respect of which commercial fishing is authorized based on a Total Allowable Catch system or other limitations on the fishing effort (for example, the number of fishing days), established following a process for conducting scientific assessments of the stock status.

GENERAL PROVISIONS

4. The preamble is an integral part of this Agreement.
5. Canada acknowledges that the Maliseet have Aboriginal and treaty rights, notably concerning the harvesting of *fisheries resources*, which are recognized and affirmed by section 35 of the Constitution Act, 1982 and must be protected in the context of Canada's fisheries planning activities, in accordance with the terms of the Agreement.

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

6. The Agreement creates legal obligations that are binding on the Parties.
7. The Agreement is not intended to define or to be used to interpret the nature or scope of the Maliseet's Aboriginal and treaty rights.
8. The Agreement does not constitute and should not be interpreted as constituting a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, (R.S.C. 1985, App. II, No. 44, Schedule B).
9. Nothing in this Agreement affects the enforcement of federal and provincial statutes and regulations.
10. The Parties agree that the Maliseet's Aboriginal and treaty rights concerning fisheries activities for commercial communal purposes shall be exercised in accordance with the Agreement for its duration. Canada will have the right to object to this Agreement and Related Agreements, in respect of any claims, demands, actions or proceedings whatsoever, relating to any obligation under Maliseet treaty rights Canada may have with respect to the Maliseet's fisheries activities for commercial communal purposes.
11. No Party shall challenge, or support a challenge to, the validity of any provision of the Agreement.
12. The Parties agree to hold discussions in good faith to implement the objectives of the Agreement in a spirit of collaboration and cooperation, through transparency and innovation.
13. The Agreement is not intended to
 - a. violate any rights, claims or interests of any other Aboriginal nation or community; or
 - b. constitute recognition by either party of such rights, demands or interests.
14. The Agreement shall in no way restrict or limit the rights of the Maliseet:
 - a. to negotiate or implement any agreement with third parties, including Quebec;
 - b. to have access to economic incentives or economic development activities to which they would otherwise have access, including, among other things, any other grant program and services program implemented by Canada, its departments or other para-governmental bodies, including the Aboriginal Fisheries Strategy (AFS), the Aboriginal Aquatic Resource and Oceans

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

Management Program (AAROM) and the Atlantic Integrated Commercial Fisheries Initiative (AICFI).

ACCESS TO FISHERIES RESOURCES

15. The Parties undertake to jointly assess and develop various practices aimed at promoting the exploitation of *commercially exploitable fisheries resources* by the Maliseet.
16. The Maliseet have the sole discretion to designate in writing any person authorized to fish under its commercial communal harvesting rights.
17. The Maliseet have the sole discretion to temporarily transfer, in writing, in part or in whole, each of its commercial communal allocations

MANAGEMENT OF FISHERIES RESOURCES

18. The Parties undertake to implement collaborative management in relation to Maliseet *fisheries activities*.
19. Collaborative management aims in particular to:
 - a. ensure mutual and reciprocal sharing of knowledge and expertise related to Maliseet *fisheries activities*;
 - b. allow the Maliseet to participate in the decision-making process related to the identification and sharing of *commercially exploitable fisheries resources*, the development of fishing plans affecting Maliseet *fisheries activities*, and any decision that affects them;
 - c. develop and enhance the skills of the Maliseet with respect to Maliseet *fisheries activities*;
 - d. allow the Maliseet to gradually take on certain responsibilities related to Maliseet *fisheries activities*;
 - e. promote the growth and diversification of Maliseet *fisheries activities* to maximize socioeconomic benefits for the Maliseet;
 - f. enable the learning of methodology and issues related to the identification and sharing of *commercially exploitable fisheries resources*, as well as the

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

- development of fishing plans;
 - g. promote a common understanding of the Parties' respective needs and issues in relation to *fisheries activities*; and
 - h. integrate and involve the Maliseet in research, development and the implementation of measures to protect *fisheries resources* and their habitat.
20. The Parties undertake to set up the Joint Operational Management Committee with the mandate to take the necessary steps to achieve the objectives listed above.

JOINT OPERATIONAL MANAGEMENT COMMITTEE

21. The Parties will set up a Joint Operational Management Committee made up of four representatives, two appointed by each Party.
22. Within 12 months of signing the Agreement, the Joint Operational Management Committee will adopt operational guidelines on Maliseet *fisheries activities* to guide the conduct of each Party in implementing the Agreement.
23. The operational guidelines for Maliseet *fisheries activities* must provide for collaborative, participatory and evolving measures, supporting the Agreement's objectives and, in particular, providing for:
- a. *fisheries activities* of interest to the Maliseet, current and future;
 - b. practices and measures, including administrative directives, that promote the operation of *commercially exploitable fisheries resources* by the Maliseet;
 - c. development and improvement of MVFN skills in relation to *fisheries activities*;
 - d. a plan to gradually assume certain responsibilities related to *fisheries activities*;
 - e. growth and diversification of Maliseet *fisheries activities*; and
 - f. mechanisms for communication and the exchange of documents and information relevant and useful for the purposes of the Agreement.
24. The Joint Operational Management Committee will, on an annual basis, assess the degree of attainment of objectives set out in the Agreement and will update,

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

diligently and in good faith, the operational guidelines for Maliseet *fisheries activities* to ensure that these objectives are met.

25. In addition to establishing operational guidelines for Maliseet *fisheries activities*, the Joint Operational Management Committee may discuss any issues and make recommendations to the Minister concerning:
 - a. existing or new and emerging *fisheries activities* in areas of interest to the Maliseet;
 - b. measures necessary for *fisheries resources* conservation; and
 - c. all other points related to Maliseet *fisheries activities*, including
 - i. reaching an agreement on how Maliseet *fisheries activities* can be coordinated with other *fisheries activities*;
 - ii. reaching an agreement on integrating Maliseet *fisheries activities* into the integrated planning process;
 - iii. discussing information related to measures necessary for conservation, public health or public safety;
 - iv. making provisions for gathering and exchanging data on *fisheries activities*;
 - v. discussing the enforcement of fisheries legislation related to Maliseet *fisheries activities*, including provisions respecting an annual Maliseet fishing plan;
 - vi. discussing any measure to protect and prioritize Maliseet *fisheries activities*;
 - vii. communicating with other advisory bodies regarding questions of common interest;
 - viii. examining the proposals concerning commercially exploitable enhancement initiatives and development opportunities for Maliseet *fisheries activities*;
 - ix. exchanging information about questions related to international agreements that could have an impact on Maliseet *fisheries activities*;

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

- x. requiring an analysis, report or scientific assessment regarding harvesting and *fisheries resources*;
 - xi. encouraging access to capacity development initiatives, particularly with existing programs where possible;
 - xii. examining and deciding on the best way to integrate Maliseet resources into Canada's teams in charge of preparing and developing fishing plans;
 - xiii. modifications to Maliseet *fisheries activities* during the season;
 - xiv. any other element that constitutes an issue for the Maliseet or that could have an impact on Maliseet *fisheries activities*;
 - xv. consult the Government of Quebec or any other third party when deemed desirable.
26. Canada is committed to informing the Joint Operational Management Committee in a timely manner of any factors that could affect Maliseet *fisheries activities*, including, for example, the issuance of potential exploratory, experimental, educational and commercial licences or additional licences in Maliseet fishing areas.
27. For the purposes of its mandate, the Joint Operational Management Committee may strike a technical committee to support certain *fisheries activities*, such as the assessment of commercially exploitable *fisheries resources*, the collection of the necessary information and data, as well as scientific and technical questions.
28. The Joint Operational Management Committee will strive to operate based on consensus and to promote mutual and reciprocal access to all data and information relevant to the topic being debated.
29. If the Joint Operational Management Committee is unable to reach a consensus on a question, the Monuwehkehtit Kisitahahsit Committee will assist in reaching one.
30. If a consensus cannot be reached despite the support of the Monuwehkehtit Kisitahahsit Committee, each Party may submit its own written recommendations to the Minister and provide a copy to the other.
31. The *Minister* shall conduct a complete and impartial review of any recommendation received pursuant to the Agreement, whether consensual or not.

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

32. When issuing new exploratory, experimental, educational and commercial licences or additional licences or supplemental licences in Maliseet fishing areas, with respect to existing, new and emerging fisheries, the Minister will pay special attention to recommendations from the Joint Operational Management Committee.
33. Except when accepting consensual recommendations from the Joint Operational Management Committee, the *Minister* shall provide written reasons for his or her decision before the decision is implemented.
34. The Joint Operational Management Committee will meet at the times and in the manner it deems appropriate to ensure adequate monitoring of the Agreement and the decision-making processes of the Minister.

MONUWEHKEHTIT KISITAHHSIT COMMITTEE: (Committee with a mandate to protect what the Parties have agreed on).

35. Within six (6) months of signing the Agreement, the Parties will establish the Monuwehkehtit Kisitahhsit Committee made up of four representatives, two representatives appointed by each Party with the required authority to perform the functions of the Committee.
36. The Monuwehkehtit Kisitahhsit Committee will supervise the implementation of and ensure compliance with the Agreement, and will have the following mandate, among others:
 - a. to ensure harmonious implementation and respectful and efficient monitoring of the Agreement and its objectives, in particular, to ensure its evolving nature;
 - b. to be a platform for promoting ongoing interaction between the Parties for all matters pertaining to *fisheries activities* and any other topic concerning the marine domain;
 - c. to identify and allow access to contacts likely to contribute to the smooth operation and successful implementation of the Agreement;
 - d. to address any recommendation and guidance to the Parties and the Minister regarding the efficiency and improvement of management measures and a collaborative approach put in place, and on any other question that may be useful for achieving the objectives of the Agreement;

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

- e. to serve as a preferred forum between the Parties for finding mutually satisfactory solutions to disputes with respect to the interpretation or implementation of the Agreement, and to address any other ensuing topic; and
 - f. to support the Joint Operational Management Committee in reaching a consensus on any question.
37. The Monuwehkehtit Kisitahahsit Committee will meet at the times and in the manner it deems appropriate to ensure adequate monitoring of the Agreement.
38. Each year, the Monuwehkehtit Kisitahahsit Committee will assess the degree of attainment of the objectives set out in the Agreement and will make any recommendation and guidance in relation to achieving the objectives set out in Article 3 of the Agreement. The Monuwehkehtit Kisitahahsit Committee may summon any senior official requested by the Parties for the purposes of this article.

DISPUTE RESOLUTION MECHANISMS

39. The Parties will at all times choose dialogue to resolve any disputes resulting from delays or from the interpretation or implementation of the Agreement.
40. If a dispute arises in relation to the interpretation and implementation of the Agreement, the people directly involved in the dispute will make every effort to try to resolve it through open-minded and collaborative dialogue.
41. If the dispute cannot be resolved at the Joint Operational Management Committee level, this committee will submit it to the Monuwehkehtit Kisitahahsit Committee to attempt to resolve it, making sure to explain the nature of the dispute and the efforts made to resolve it.
42. The Monuwehkehtit Kisitahahsit Committee will conduct a complete and impartial review of the Parties' positions and, together, seek to resolve the dispute.
43. In the absence of a settlement, the Parties will consider alternate resolution methods, including mediation.

GOVERNANCE STRUCTURES AND PROCESSES

44. The Parties agree to participate in the implementation of the Agreement, particularly by putting in place and ensuring the availability of the governance structures and resources provided for in this Agreement.

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

45. Apart from the Committees provided for herein, the Agreement will not be binding on the Maliseet with respect to the structures and resources they intend to put in place.

FUNDS AND CONTRIBUTIONS

46. To support fisheries access, vessels and gear and the establishment of governance structures, Canada will put in place the following funds and contributions:

Maliseet Fisheries Activities Fund

47. Upon signing the Agreement, Canada agrees to make available to the Maliseet the amounts set out in Article 1 of Annex A, to establish the Maliseet *Fisheries Activities Fund*.
48. The MVFN will use the Maliseet *Fisheries Activities Fund* at its discretion to acquire the following goods:
 - a. access to the commercial fishery;
 - b. vessels; and
 - c. any equipment or tools used for Maliseet *fisheries activities*.

Fisheries Resource Governance and Collaborative Management Fund

49. Following the coming into force of the Agreement, Canada will remit to the Maliseet the amounts set out in Article 2 of Annex A to support the development of governance measures for Maliseet *fisheries activities* for the duration of the Agreement.
50. The annual fund for the governance of Maliseet *fisheries activities* will be used at the Maliseet's discretion and will cover, among other things, all costs associated with the governance of Maliseet *fisheries activities* and with collaborative management initiatives, including the salaries of Maliseet employees, such as fisheries managers, scientific advisors, external consultants and administrative support.
51. After the entry into force of the Agreement, Canada will remit to the Maliseet of Viger First Nation the amounts set out in Article 3 of Annex A for its group.
52. One-time funding for governance development will cover, among other things, the costs associated with setting up governance structures, such as the creation

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

of internal management committees, the implementation of management systems, the development of management tools and the acquisition of physical offices or other work tools.

53. Canada will remit to the Maliseet the amounts set out in Article 4 of Annex A to complement the annual funding for community governance for the duration of the Agreement.
54. The complement to the annual funding for community governance will be used at the Maliseet's discretion and will cover, among other things, the costs associated with setting up and maintaining a governance structure to support *fisheries activity* management efforts, including the salaries of employees of the Maliseet community.

TERM OF AGREEMENT

55. The Agreement is valid for a period of ten (10) years upon signature

The Maliseet may, no later than six (6) months prior to the expiry of the Agreement, choose to renew it for additional periods of five (5) years, up to a maximum term of twenty-five (25) years. If the Maliseet renew the Agreement, the one-time contributions referred to in Articles 1 and 3 of Annex A are not renewable.

56. The Agreement creates legal obligations binding the Parties only for its duration, except:
 - a. For Article 10 under which Canada may oppose the Agreement even after its expiration or termination in the face of any claims, actions or procedures relating to the performance of the obligations during the term of the Agreement;
 - b. For Article 11 under which the parties may not contest the Agreement or any of these provisions or support a dispute to that effect after its expiration or termination;
 - c. Article 61.

AMENDMENT, REVIEW AND TERMINATION:

57. The Agreement may be amended with the written consent of the Parties.
58. At the request of either Party, the Agreement will be reviewed by the Parties to consider the following:

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

- a. any substantial advancements, developments or benefits arising from the case law or common law;
 - b. any amendments to federal legislation that are directly related to the issues set out in the Agreement;
 - c. any changes in federal policy concerning the issues set out in the Agreement;
 - d. any agreements of the same nature with First Nations benefiting from Peace and Friendship Treaties or general recognition of rights by Canada;
 - e. any changes required because of unforeseen circumstances with a significant impact on the rights of the Maliseet and the performance of their *fisheries activities*;
 - f. any other matters that may be agreed to by the Parties concerning the implementation of the provisions of the Agreement.
59. A Party wishing to terminate the Agreement shall send the other Party ninety (90) days' notice of intent to terminate, including the reason for the termination. The Parties will then undertake to initiate, within thirty (30) days from the date of receipt of the notice of intent, discussions to support the continued implementation of the Agreement. At the end of the period of ninety (90) days after the notice of intent is sent, either Party may give notice of termination, effective immediately.
60. If the Agreement is terminated by the Maliseet, they shall:
- a. reimburse Canada for the amounts not spent and not incurred provided for in Article 1 of Annex A;
 - b. no longer be eligible to receive the amounts provided for in Articles 2 and 4 of Annexe A of the Agreement. Any amount allowed under said articles will be prorated for the year during which the Agreement is terminated and the Maliseet shall reimburse any amount associated with a period not covered by the Agreement.
61. Notwithstanding the end or termination of the Agreement, any amount spent under Article 1 of Annex A shall be considered as being part of the implementation of the Maliseet treaty rights concerning the harvesting of *fisheries resources* for commercial communal purposes.

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

RATIFICATION

62. The Maliseet will ratify the Agreement by Band Council Resolution in accordance with the procedure set out in the *Indian Act* and its regulations.

PROCESS FOR APPROVAL BY THE PARTIES

63. The Agreement will enter into force on the date of signature by the Parties.

Signed at Cacouna, this _____ th day of July 2019.

THE MALISEET OF VIGER FIRST NATION

Grand Chief Jacques Tremblay

Witness

Signed at _____ on this _____ day of April 2019

THE GOVERNMENT OF CANADA

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

Witness

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

The Honourable Carolyn Bennett
Minister of Indian Affairs and
Northern Development

Witness

THIS IS A TRANSLATION. THE ORIGINAL VERSION OF THIS AGREEMENT WAS SIGNED IN FRENCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL SIGNED AGREEMENT AND THIS TRANSLATION, THE ORIGINAL SHALL PREVAIL.

ANNEX B
ACCESS TO COMMUNAL COMMERCIAL FISHERIES

MANAGEMENT AND PLANNING OF THE COMMUNAL COMMERCIAL FISHERY

1. This Annex applies to the Maliseet communal commercial fishery, that is, it applies with respect to fishing under any communal commercial fishing licences issued to the Maliseet under the Aboriginal Communal Fishing Licenses Regulations.
2. Every year, the Maliseet will prepare a fishing plan that will include the following:
 - a. The fishing method, the area and timing of the fishery;
 - b. The size, type, identification and marking of catches, and the amount of fishing gear that is permitted to be used and how this gear will be used;
 - c. The description of vessels and the number of boats;
 - d. Catch monitoring and catch reporting;
 - e. Other matters that may be included in the provision of licences.

The Maliseet will submit their annual fishing plan to the Joint Operational Fisheries Management Committee in a timely manner for review and recommendation in accordance with article 25 of the Agreement.