

**AGREEMENT ON FISHERIES**

**between**

**LA NATION MICMAC DE GESPEG**

**and**

**MICMACS OF GESGAPEGIAG**

**and**

**THE GOVERNMENT OF CANADA**



**Canada** 

**AGREEMENT ON FISHERIES**

(Hereinafter this “Agreement”)

**THIS AGREEMENT** made in quadruplicate this 2 day of juin, 2023.

**BETWEEN:**

LA NATION MICMAC DE GESPEG  
as represented by its Chief Terry Shaw, duly authorized (“Gespeg”)

-and-

MICMACS OF GESGAPEGIAG  
as represented by its Chief John Martin, duly authorized (“Gesgapegiag”)

-and-

HIS MAJESTY THE KING IN RIGHT OF CANADA  
as represented by the Minister of Fisheries and Oceans and the Minister of Crown Indigenous  
Relations (“Canada”)

(Hereinafter referred to collectively as the “Parties” or individually as a “Party”)

**PREAMBLE**

WHEREAS the Mi’gmaq assert Aboriginal Title to Gespe’ge’wagi;

WHEREAS the Mi’gmaq assert that they and their members are responsible to past and future generations for protecting their lands and waters and defending and advancing their Aboriginal rights including Title, and treaty rights;

WHEREAS Canada recognizes that Gespeg and Gesgapegiag (each a “First Nation” and together, the “First Nations”) hold and exercise Aboriginal rights and treaty rights, notably with respect to fisheries;

WHEREAS the aboriginal and treaty rights of the Mi’gmaq, which section 35 of the Constitution Act, 1982 recognizes and affirms, are communal in nature and exercised by Mi’gmaq individuals on the authority of the Mi’gmaq community to which they belong;

WHEREAS the Parties wish to reach an agreement to establish a collaborative fisheries management approach and to facilitate the transfer of funding for the acquisition of licences, quota, vessels and gear by the First Nations;

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

WHEREAS the Department of Fisheries and Oceans has a policy of promoting increased Aboriginal participation in the management of fisheries, especially through co-management agreements, as well as providing economic development opportunities in existing and new fisheries;

AND WHEREAS the Parties acknowledge that to effectively and harmoniously implement this Agreement, the First Nations' require financial and organizational capacity;

**NOW THEREFORE** the Parties agree as follows:

## **1.0 PURPOSE**

1.1 The purpose of this Agreement is to:

- (a) provide a financial contribution by Canada to the First Nations to facilitate access, vessels and gear (the "**AVG Funding**");
- (b) provide financial contribution by Canada to the First Nations to facilitate capacity building and the implementation of this Agreement by the First Nations; and
- (c) establish a collaborative fisheries management approach and tools and procedures to support fisheries management objectives.

## **2.0 DEFINITIONS**

2.1 In this Agreement, in addition to any term defined in the preamble:

"ACFLR" means *Aboriginal Communal Fishing Licences Regulations* (SOR/93-332); (*RPPCA*);

"Contribution Agreement(s)" means contribution agreement(s) for the transfer payment instrument that defines the object, terms, and conditions of the AVG Funding set out in 4.2, the one-time governance development funding set out in 4.5 and/or the annual implementation and governance funding set out in 4.8; (*accord(s) de contribution*)

"DFO" means the Department of Fisheries and Oceans, the department of the Government of Canada established by the *Department of Fisheries and Oceans Act*, RSC 1985, c F-15; (*MPO*)

"Effective Date" has the meaning ascribed to it in section 11.1; (*Date d'entrée en vigueur*)

"Existing Access" means each of the First Nations' licences issued pursuant to the *ACFLR*, other than licences to fish for food, social and ceremonial (FSC) purposes, as of the date of this Agreement, as set out in Schedule B.

"Fish" has the meaning ascribed to it in section 2(1) of the *Fisheries Act* (R.S.C., 1985, c. F-14);

“Fisheries Access” means each of the First Nations’ licences issued pursuant to the ACFLR, other than licences to fish for food, social and ceremonial (FSC) purposes, as updated on an annual basis, as set out in Schedule C;

“Minister” means the Minister of Fisheries and Oceans;

“New Fisheries” means fisheries involving new Fish species and/or stocks that are not utilized or not fully utilized, and not currently covered by a management plan, as defined in DFO’s *New Emerging Fisheries Policy*; (*nouvelles pêches*)

“Treaty Right” means the right “to obtain necessaries through hunting and fishing by trading the products of those traditional activities subject to restrictions that can be justified under “the *Badger* test” pursuant to the Peace and Friendship Treaties of 1760-61, as articulated in *R v Marshall*, [1999] 3 SCR 456 & *R v Marshall*, [1999] 3 SCR 533 and to be interpreted in keeping with those decisions and other relevant jurisprudence; (*droit issu de traité*)

“Trust” means, in accordance with the terms and conditions set out in a Contribution Agreement, a trust or trust account with a financial institution or legal counsel, or notary in the province of Quebec, holding the funding provided by DFO for use by the First Nations as the beneficiaries of the Trust, within limits agreed to by DFO and the First Nations. (*fiducie*)

### **3.0 FISH FOR FOOD, SOCIAL, AND CEREMONIAL PURPOSES**

3.1 The Parties agree that:

- (a) the First Nations’ right to harvest fish for food, social and ceremonial purposes will not be discussed as part of this Agreement; and
- (b) nothing in this Agreement will prejudice, limit, substitute for or otherwise interfere with the First Nations’ right to harvest fish for food, social and ceremonial purposes.

### **4.0 FUNDING**

#### **(A) AVG FUNDING**

4.1 The First Nations, individually or collectively, will establish a Trust.

4.2 Upon establishment of the Trust(s) and the signing of the Contribution Agreement(s), Canada will provide the First Nations with the AVG Funding, in the amount specified in paragraph 1 of Schedule A of this Agreement, by transferring a lump sum to the Trust(s). All interest accrued by the AVG Funding will be used by the First Nations in keeping with the object, terms, and conditions of the Trust(s).

4.3 Gesgapegiag and Gespeg will each have access to the portion of the AVG Funding, in the amount specified in paragraphs 2 and 3 of Schedule A of this Agreement, in accordance with the terms and conditions set out in the Contribution Agreement(s).

4.4 The First Nations will use the AVG Funding to:

- (a) obtain licences and quota; and
- (b) acquire vessels and gear.

**(B) ONE-TIME GOVERNANCE DEVELOPMENT FUNDING**

4.5 Upon signing this Agreement and the Contribution Agreement(s), Canada shall provide the First Nations with one-time governance development funding in the amount specified in Schedule A.

4.6 Gesgapegiag and Gespeg will each have access to their portion of the one-time governance development funding, in the amount specified in paragraphs 4 and 5 of Schedule A of this Agreement, in accordance with the terms and conditions set out in the Contribution Agreement(s). The Contribution Agreement(s) for the one-time governance development funding may be incorporated in the Contribution Agreement(s) contemplated in section 4.9.

4.7 The one-time governance development funding will support the establishment of the First Nations' governance structures required to facilitate governance and collaborative management of First Nation's Fisheries.

**(C) ANNUAL IMPLEMENTATION AND GOVERNANCE FUNDING**

4.8 For the duration of this Agreement, Canada shall provide each of the First Nations with annual implementation and governance funding in the amount specified in Schedule A.

4.9 Gesgapegiag and Gespeg will each have access to their portion of the annual implementation and governance funding, in the yearly amounts specified in paragraphs 6 and 7 of Schedule A of this Agreement, in accordance with the terms and conditions set out in the Contribution Agreement(s).

4.10 The annual implementation and governance funding will support the implementation of this Agreement and the First Nations' role in the governance and management of their fisheries activities.

**5.0 FISHERIES ACCESS**

5.1 In addition to each of the First Nations' Existing Access, DFO shall engage in good faith and timely discussions with each of the First Nations to:

- (a) increase their Fisheries Access; and
- (b) enable their participation in obtaining access to New Fisheries through established processes.

- 5.2 The Fisheries Committee will update Schedule C on an annual basis in order to reflect licences issued pursuant to the ACFLR to each of the First Nations other than licences to fish for food, social and ceremonial purposes.
- 5.3 Where the First Nations wish to participate in New Fisheries, upon request from DFO, the First Nations agree to follow the stages for developing New Fisheries set out in DFO's *New Emerging Fisheries Policy*, as amended from time to time.
- 5.4 Notwithstanding section 5.3, if the *New Emerging Fisheries Policy* is amended following the signature of this Agreement, each of the First Nations can, upon request to DFO, continue following the processes set out in *New Emerging Fisheries Policy* as it read on the date of this Agreement.
- 5.5 The Parties will work collaboratively through the mechanisms established in this Agreement, including through the Fisheries Committee, to establish the modalities for increased Fisheries Access of the First Nations.

## 6.0 EXECUTIVE COMMITTEE

- 6.1 Within six months of the Effective Date, the Parties will establish one Executive Committee for Gespeg and one Executive Committee for Gesgapegiag (each, an "**Executive Committee**").
- 6.2 The Executive Committee for Gespeg is made up of two senior representatives from Gespeg and two senior representatives from Canada.
- 6.3 The Executive Committee for Gesgapegiag is made up of two senior representatives from Gesgapegiag and two senior representatives from Canada.
- 6.4 Each Party will ensure that its representatives on the Executive Committee have the required authority to perform the functions of the Committee.
- 6.5 The members of each Executive Committee will select a chair from among its members.
- 6.6 Each Executive Committee shall oversee the implementation of this Agreement and, among other functions, shall provide:
- (a) input and direction to their respective Fisheries Committee;
  - (b) input and direction to management bodies on specific issues;
  - (c) a forum for addressing potential disputes as provided for in paragraph 8.8;
  - (d) a platform for continued interaction between executives from Canada and each First Nation on fisheries and marine matters of interest to the Parties;

- (e) a forum for consultations regarding any changes to DFO's policies, programs, or mandates that may affect either Gespeg's fisheries activities, Gesgapegiag's fisheries activities or the implementation of this Agreement.
- 6.7 Each Executive Committee will meet at the times and in the manner it deems appropriate to ensure the fulfillment of its obligations under this Agreement.
- 6.8 Each year, the Executive Committee will assess the degree of attainment of the objectives set out in this Agreement and will make any recommendations it deems necessary to the Parties to support the full and proper implementation of this Agreement.
- 6.9 At any time, at the request of the First Nations, the Executive Committee for Gesgapegiag and the Executive Committee for Gespeg can be merged into a single Executive Committee. The created joint Executive Committee will include all representatives from Gespeg and Gesgapegiag appointed in sections 6.2 and 6.3.
- 7.0 FISHERIES COMMITTEE**
- 7.1 Within six months of the Effective Date, the Parties will establish a Fisheries Committee for Gespeg and a Fisheries Committee for Gesgapegiag (each, a "**Fisheries Committee**").
- 7.2 The Fisheries Committee for Gespeg is made up of two representatives from Gespeg and two representatives from Canada.
- 7.3 The Fisheries Committee for Gesgapegiag is made up of two representatives from Gesgapegiag and two representatives from Canada.
- 7.4 The members of each Fisheries Committee will select a chair from among its members.
- 7.5 Each Fisheries Committee is established as a joint advisory body, and shall implement a collaborative process to review and provide, as relevant, written recommendations to the Minister regarding any decision affecting the First Nation's fisheries or other fisheries activities that have the potential to affect the First Nation, including regarding the following:
- (a) existing or new and emerging fisheries activities in areas of interest to either Gespeg or Gesgapegiag;
  - (b) decision-making process related to the identification and sharing of commercially exploitable fisheries resources;
  - (c) the development of fishing plans affecting the First Nation's fisheries and related fisheries activities, including the conditions and issuance of the First Nation's Aboriginal Communal Commercial Fishing Licences, other than licences to fish for food, social and ceremonial purposes;

- (d) the timing and duration of fishing seasons applicable to the First Nation's fisheries, including where applicable, modifying the First Nation's fisheries activities during the season;
  - (e) enhancing the skills and capacity of the First Nation with respect to fisheries management;
  - (f) enabling shared responsibilities among the Parties with respect to the management of the First Nation's fisheries and related fisheries activities;
  - (g) promoting the growth and diversification of the First Nation's fisheries and related fisheries activities to maximize socioeconomic benefits for the First Nation;
  - (h) promoting a common understanding of the Parties' respective needs and issues in relation to fisheries activities;
  - (i) ensuring the First Nations' involvement and the integration of Mi'gmaq knowledge and expertise in researching, developing and implementing measures to protect fisheries resources and their habitat;
  - (j) integrating the First Nations' fisheries activities into the integrated planning process;
  - (k) measures necessary for the management and conservation of fisheries resources;
  - (l) developing a communications strategy for non-Indigenous commercial fishers respecting the First Nations' Treaty Right;
  - (m) coordinating the First Nations' fisheries activities with other fisheries activities;
  - (n) gathering and exchanging data and information on fisheries activities;
  - (o) developing and implementing enforcement measures related to the First Nation's fisheries and related fisheries activities;
  - (p) developing measures to protect and prioritize the First Nations' fisheries activities; and
  - (q) any other issues concerning the First Nation's fisheries and related fisheries activities.
- 7.6 Unless otherwise agreed upon by the members of the Fisheries Committee, the Fisheries Committee shall prepare an annual work plan to be approved by the Executive Committee.
- 7.7 The Fisheries Committee will use best efforts to operate on a consensus basis.
- 7.8 When the Fisheries Committee reaches consensus as to any matter listed in 7.5, where applicable the Fisheries Committee shall submit a joint written recommendation reflecting such consensus to the Minister.



- 7.9 If the Fisheries Committee is unable to reach consensus on any matter listed in 7.5, the Fisheries Committee shall submit the matter to its First Nation's Executive Committee for its review, making sure to explain the nature of the disagreement.
- 7.10 In the event the Executive Committee is unable to reach an agreement, each Party may submit its own recommendations and an explanation of the nature of the disagreement to the Minister.
- 7.11 Each Fisheries Committee will meet at least four times a year and may meet as often as deemed necessary by the Parties and in the manner the Committee deems appropriate to implement its obligations under this Agreement.
- 7.12 The Parties shall provide each other with access to all relevant available information, including relevant available catch data, as may reasonably be necessary to enable each Fisheries Committee to carry out its functions and activities.
- 7.13 The Parties may invite individuals to provide technical and governance support to their representatives on the Fisheries Committee. These individuals may attend Fisheries Committee meetings.
- 7.14 Each Fisheries Committee may create technical subcommittees to support its activities, including regarding the assessment of commercially exploitable fisheries resources, the collection of the necessary information and data, and scientific and technical questions.
- 7.15 At any time, at the request of the First Nations, the Fisheries Committee for Gesgapegiag and the Fisheries Committee for Gespeg can be merged into a single Fisheries Committee. The created joint Fisheries Committee will include all representatives from Gespeg and Gesgapegiag appointed in sections 7.2 and 7.3.

## **8.0 DISPUTE RESOLUTION**

- 8.1 This section 8.0 only applies to a dispute between Canada and a First Nation.
- 8.2 The Parties agree that the only matters that can be referred to dispute resolution are those in relation to the compliance with, interpretation or implementation of this Agreement.
- 8.3 The Parties will at all times prefer dialogue to resolve any disputes in relation to this Agreement. The Parties will use best efforts to prevent or minimize disputes and where the best efforts to prevent a dispute are not successful, the Parties to the dispute agree to:
- (a) identify and resolve the dispute as quickly and as cost-effectively as practicable; and
  - (b) participate in good faith in the dispute resolution processes set out in this section.
- 8.4 Nothing in this Agreement prohibits a Party from filing a proceeding to the Federal Court of Canada regarding a dispute in relation to this Agreement in order to preserve their right to do so while the dispute resolution process described herein is ongoing.

- 8.5 Where a dispute is resolved pursuant to this section 8.0 the resolution will be:
- (a) in writing;
  - (b) signed by the Parties to the dispute;
  - (c) delivered to the Parties to the dispute; and
  - (d) binding on the Parties to the dispute.
- 8.6 All communications or documents concerning a dispute will be "without prejudice" and the Parties to the dispute will treat all communications or documents related to the dispute as confidential, unless otherwise agreed in writing.
- 8.7 Where the Parties to the dispute agree, a timeframe set out in this section 8.0 may be amended.
- 8.8 If the Parties involved in the dispute cannot reach a consensus that would resolve the dispute, then these Parties will refer the dispute to the competent Executive Committee by delivering a notice to the said Executive Committee and the other Party involved in the dispute. Such notice will identify the:
- (a) nature of the dispute;
  - (b) Parties to the dispute;
  - (c) a summary of the particulars of the dispute; and
  - (d) documents relied upon.
- 8.9 Within 30 days from the day a dispute is referred to the Executive Committee, the Executive Committee will provide advice on an approach to resolve the dispute.
- 8.10 If a dispute cannot be resolved by the Executive Committee within 30 days, the Parties to the dispute will jointly select a mediator.
- 8.11 If the Parties to the dispute are unable to agree on a mediator within 7 days after the end of collaborative negotiations, the Parties to the dispute will refer to the Federal Court to appoint a mediator from the Directory of accredited civil mediators.
- 8.12 Within 14 days of a mediator being retained, the mediator will consult the Parties to the dispute to arrange for the commencement of the mediation.
- 8.13 Within 14 days of the conclusion of mediation, whether by way of a resolution of the dispute or otherwise, the mediator will submit a report to the Parties to the dispute.
- 8.14 Each Party to the dispute will bear its own costs, and an equal share of the costs of the mediation, including remuneration and expenses of the mediator, unless otherwise agreed in writing by the Parties to the dispute.

8.15 Subject to the dispute resolution process set out above, the Parties exclusively grant jurisdiction to the Federal Court of Canada to resolve all disputes arising out of or relating to this Agreement.

## **9.0 RATIFICATION**

9.1 Considering that Gespeg and Gesgapegiag's respective Chief and Council have been elected by and are accountable to their members and the public nature of their Chief and Council meetings, Gespeg and Gesgapegiag agree to enter into this Agreement pursuant to a Band Council Resolution duly passed by each Chief and Council in accordance with the procedure set out in the *Indian Act*, (R.S.C., 1985, c. I-5).

9.2 Ratification of this Agreement by Canada requires:

- (a) the signature of the Minister of Fisheries and Oceans pursuant to their authority including under the Department of Fisheries and Oceans Act (R.S.C., 1985, c. F-15); and
- (b) the signature of the Minister of Crown Indigenous Relations pursuant to their authority including under Department of Crown-Indigenous Relations and Northern Affairs Act (S.C. 2019, c. 29, s. 337).

## **10.0 REVIEW AND AMENDMENT**

10.1 This Agreement may be amended with the written consent of the Parties.

10.2 The Parties will discuss and, if requested by a Party, negotiate potential amendments to this Agreement or other measures relating to any of the following developments, without limitation:

- (a) any advancements, benefits or new developments in the common law related to the matters set out in this Agreement;
- (b) any amendments to federal legislation that relate directly to the matters set out in this Agreement;
- (c) any developments in federal policy, programs, or mandates related to the matters set out in this Agreement;
- (d) any agreements of a similar nature with Indigenous groups benefiting from Peace and Friendship Treaties, or with respect to fisheries governance and fishing rights otherwise recognized and affirmed by sections 25 and 35 of the *Constitution Act*, 1982, or in relation to general recognition of rights by Canada, with a view to incorporating any advantage or innovations into this Agreement, if applicable;
- (e) changes required because of unforeseen circumstances that significantly impact the First Nations' Fisheries Access or participation and performance of its fisheries activities;

- (f) other matters with respect to the implementation of the provisions of this Agreement as the Parties may agree in writing.
- 10.3 A Party may request for a review of this Agreement to the other Parties in writing anytime after the second anniversary of this Agreement. The said review may lead to proposed amendments by any Party pursuant to paragraph 10.2 of this Agreement.
- 11.0 EFFECTIVE DATE, TERM AND TERMINATION**
- 11.1 This Agreement will come into effect on the day that it has been signed by all Parties (the “**Effective Date**”).
- 11.2 Subject to subsection 11.3, this Agreement will remain in effect:
- (a) for a period of seven (7) years from the Effective Date; or
  - (b) until it is superseded by any future agreement pertaining to fisheries negotiated between the Parties, whichever comes first.
- 11.3 Any Party may terminate this Agreement by providing ten (10) days written notice to the other Parties in accordance with the following:
- (a) for Gespeg, through a Band Council Resolution duly passed by Gespeg Council in accordance with the procedure set out in the *Indian Act*;
  - (b) for Gesgapegiag, through a Band Council Resolution duly passed by Gesgapegiag Council in accordance with the procedure set out in the *Indian Act*; and
  - (c) for Canada, through a letter signed by the Minister of Fisheries and Oceans and the Minister of Crown-Indigenous Relations.
- 11.4 For greater certainty, if one First Nation provides written notice of its intention to terminate this Agreement in accordance with subsection 11.3, this Agreement will continue to be in effect between the other First Nation and Canada.
- 11.5 If this Agreement is terminated by one or both First Nations, and the First Nation or First Nations terminating this Agreement have irrevocably determined that they will not be drawing down the funds from the Trust to be used for the purpose set out in section 4.4, the First Nation or First Nations terminating this Agreement will direct the Trust(s) to repay Canada any unexpended and uncommitted AVG Funding from its portion of the AVG Funding as provided under Schedule A.
- 11.6 For greater certainty, upon expiration of this Agreement or if this Agreement is terminated by Canada, any unexpended and uncommitted AVG Funding provided under section 4.3 for each of the First Nations may, at the discretion of each of the First Nations, remain held in the Trust(s) in accordance with subsection 4.2 and shall be used at any time in the future by each of the First Nations for the purposes set out in subsection 4.4.

11.7 Notwithstanding the expiry or termination of this Agreement, any amount of the funding expended under section 4.0 will be considered part of the implementation of the First Nations' Treaty Right.

## **12.0 RENEWAL**

12.1 No later than six (6) months prior to the end of the term of this Agreement, each Party will provide the other Parties with a written notice of its intent, as applicable, to seek the necessary authorities to renew, extend, or request amendments to this Agreement.

12.2 This Agreement can be extended for additional periods of five (5) years not exceeding 25 years from the Effective Date.

## **13.0 GENERAL PROVISIONS**

13.1 During the term of this Agreement, the First Nations will not assert or exercise their Treaty Right except in a manner consistent with this Agreement.

13.2 The First Nations shall not initiate or support legal proceedings related to the exercise of their Treaty Right with respect to this Agreement if the cause of the proceedings arises or arose while this Agreement is or was in force.

13.3 Nothing in this Agreement:

- (a) is intended to create, define, diminish, abrogate, limit or extinguish Aboriginal rights including Title, including the laws, practices or traditions, of the First Nations;
- (b) is intended to create, define, abrogate, or extinguish the Treaty Right of the First Nations;
- (c) will have a permanent effect on Aboriginal rights, Title and treaty rights, and following the expiration or termination of this Agreement, will prejudice the ability of any of the Parties to exercise their rights and responsibilities in accordance with the law;
- (d) constitutes or should be interpreted as a treaty within the meaning of section 25 or 35 of the *Constitution Act, 1982*.
- (e) recognizes, affects, or infringes any rights, claims, or interests of any other Indigenous peoples;
- (f) impacts the application of federal legislation or regulations; nor
- (g) prohibits the First Nations from initiating or supporting legal proceedings against Canada or any other party in relation to matters other than the exercise of their Treaty Right with respect to this Agreement.

- 13.4 The honour of the Crown will be at stake in the interpretation and implementation of this Agreement, and Canada shall implement this Agreement purposively, diligently, and in good faith.
- 13.5 This Agreement is to be construed as upholding the rights of Indigenous peoples, including those of the First Nations, recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.
- 13.6 Entering into this Agreement will in no way impede, alter or disqualify the First Nations from:
- (a) discussing, negotiating or implementing subject matters not addressed by this Agreement between Gespeg and Canada or between Gesgapegiag and Canada as part of the local fisheries negotiation;
  - (b) negotiating or implementing any agreement with third parties, including with the Gouvernement du Québec; or
  - (c) accessing economic incentives or economic development activities to which the First Nations would otherwise have access, including, among other things, any other grant program or services program implemented by Canada, its departments, or other paragovernmental bodies, including, but not limited to, the Aboriginal Fisheries Strategy, the Aboriginal Aquatic Resource and Oceans Management Program, the Atlantic Integrated Commercial Fisheries Initiative, and Recognition of Indigenous Rights and Self-Determination negotiation support funding.
- 13.7 The Preamble and Schedules are integral parts of this Agreement.
- 13.8 This Agreement is made in both French and English and both versions are equally authoritative.
- 13.9 Schedule A of this Agreement contains financial information and shall be considered confidential information.
- 13.10 Upon signature, each First Nation, DFO or CIRNAC may make this Agreement public, upon notification to the other Parties, except for the funding amounts found in Schedule A which will remain confidential and only released if required by law.
- 13.11 This Agreement creates legal obligations that are binding on the Parties, their successors and permitted assigns.
- 13.12 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
- 13.13 This Agreement is governed by the laws in force in the Province of Quebec and the laws of Canada applicable therein.

## **14.0 NOTICE**

14.1 All notices or other communications necessary for the purposes of this Agreement will be in writing and will be delivered personally or will be sent by registered mail or by prepaid first class mail or by e-mail to the following addresses:

In the case of Canada, to:

Fisheries and Oceans Canada  
104 Dalhousie St  
Québec QC G1K 7Y7  
Attention: Regional Director General  
Email: [sylvain.vezina@dfo-mpo.gc.ca](mailto:sylvain.vezina@dfo-mpo.gc.ca)  
Telephone: (418) 648-4158

In the case of Gespeg, to:

Nation Micmac de Gespeg  
34 Montée de Corte Real  
Gaspé, QC G4X 6S2  
Attention: Chief and Council  
Email: [elus@gespeg.ca](mailto:elus@gespeg.ca)  
Telephone: (418) 368-6005

In the case of Gesgapegiag, to:

Micmacs of Gesgapegiag  
100 Route 132  
Gesgapegiag, QC G0C 1Y1  
Attention: Chief and Council  
Email: [john.martin@gesgapegiag.ca](mailto:john.martin@gesgapegiag.ca)  
Telephone: (418) 759-3441

or such other address, e-mail address or person as a Party may designate in writing to the other Parties.

14.2 Any notice or other communication will be deemed received:

- (a) if delivered by e-mail, 24 hours after the time of successful transmission to the other Party;
- (b) if delivered by pre-paid first class mail, on the earlier of the day it was received and the fifth (5th) calendar day after it was post-marked; and
- (c) if delivered personally or by registered mail, on the date of delivery.

14.3 If postal service is interrupted, threatened to be interrupted, or is substantially delayed any notice will be delivered personally or by e-mail.

**15.0 REPRESENTATIONS AND WARRANTIES**

15.1 Canada represents and warrants to the First Nations that, in respect of the matters dealt with in this Agreement, it has the authority to enter into this Agreement and to carry out the provisions of this Agreement on behalf of Canada.

15.2 Gespeg represents and warrants to Canada and Gesgapegiag that, in respect of the matters dealt with in this Agreement, it has the authority to enter into this Agreement on behalf of its members and to carry out the provisions of this Agreement on behalf of Gespeg.


15.3 Gesgapegiag represents and warrants to Canada and Gespeg that, in respect of the matters dealt with in this Agreement, it has the authority to enter into this Agreement on behalf of its members and to carry out the provisions of this Agreement on behalf of Gesgapegiag.

*[Signature page follows]*




IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date recorded on the first page of this Agreement.

**LA NATION MICMAC DE GESPEG**

  
Terry Shaw  
Chief, Nation Micmac de Gespeg

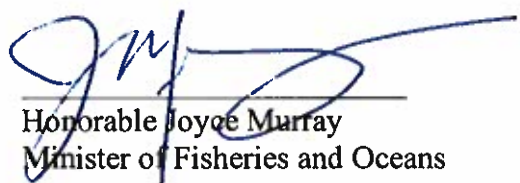
Le 10 mai 2023  
Date

**THE MICMACS OF GESGAPEGIAG**


  
John Martin  
Chief, Micmacs of Gesgapegiag

11-05-23  
Date

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

  
Honorable Joyce Murray  
Minister of Fisheries and Oceans

MAY 16 2023  
Date

  
Honorable Marc Miller  
Minister of Crown-Indigenous Relations

JUN 02 2023  
Date

## **Schedule A**

### **Funding**

1. Gespeg and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gespeg's portion of the AVG Funding referred to in paragraph 4.3 of this Agreement in the amount of \$ 4,076,702.00 to the established Trust.
2. Gesgapegiag and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gesgapegiag's portion of the AVG Funding referred to in paragraph 4.3 of this Agreement in the amount of \$ 7,795,070.00 to the established Trust.
3. Notwithstanding paragraphs 1 and 2 of this Schedule A, if, prior to the effective date, Canada has already provided either Gespeg or Gesgapegiag with funding pursuant to the Treaty Related Measures Program for access to the fisheries in advance of this Agreement, any funds so provided will be deducted from the amounts payable for the AVG Funding on the effective date.
4. Gespeg and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gespeg's portion of the one-time governance development funding referred to in paragraph 4.5 of this Agreement in the amount of \$ 12,446.00
5. Gesgapegiag and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gesgapegiag's portion of the one-time governance development funding referred to in paragraph 4.5 of this Agreement in the amount of \$ 23,799.00
6. Gespeg and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gespeg's portion of the annual implementation and governance funding referred to in paragraph 4.9 of this Agreement in the amount of \$ 245,555.00.
7. Gesgapegiag and Canada shall conclude a Contribution Agreement, by which Canada will transfer Gesgapegiag's portion of the annual implementation and governance funding referred to in paragraph 4.9 of this Agreement in the amount of \$ 386,864.00
8. This Schedule A contains financial information of Gespeg and Gesgapegiag, the disclosure of which could reasonably be expected to prejudice to the competitive position of Gespeg and Gesgapegiag. It is the intention of the Parties that this Schedule A remain confidential at all times, unless its disclosure is required by law.

## Schedule B

### Existing Access

1. As of the Effective Date, Gespeg's licences issued pursuant to the *Aboriginal Communal Fishing Licences Regulations (ACFLR)*, other than food, social and ceremonial licences are the following:

- |     |                  |                               |
|-----|------------------|-------------------------------|
| (a) | Licence number:  | 900172                        |
|     | Species of Fish: | Snow crab                     |
|     | Fishing gear:    | Traps                         |
|     | Fishing area:    | 12A                           |
| (b) | Licence number:  | 900184                        |
|     | Species of Fish: | Shrimp, Group B               |
|     | Fishing gear:    | Trawl                         |
|     | Fishing area:    | Anticosti, Sept-Iles, Estuary |
| (c) | Licence number:  | 900182                        |
|     | Species of Fish: | Snow crab                     |
|     | Fishing gear:    | Traps                         |
|     | Fishing area:    | 12                            |
| (d) | Licence number:  | 901269                        |
|     | Species of Fish: | Rock Crab                     |
|     | Fishing gear:    | Traps                         |
|     | Fishing area:    | 12F                           |
| (e) | Licence number:  | 901739                        |
|     | Species of Fish: | Herring                       |
|     | Fishing gear:    | Gill net                      |
|     | Fishing area:    | 16A                           |
| (f) | Licence number:  | 901730                        |
|     | Species of Fish: | Herring                       |
|     | Fishing gear:    | Gill net                      |
|     | Fishing area:    | 16 B                          |
| (g) | Licence number:  | 900224, 900210, 900211        |
|     | Species of Fish: | Lobster                       |
|     | Fishing gear:    | Traps                         |
|     | Fishing area:    | 20A2                          |
| (h) | Licence number:  | 900257                        |
|     | Species of Fish: | Lobster                       |
|     | Fishing gear:    | Traps                         |
|     | Fishing area:    | 17B                           |
| (i) | Licence number:  | 900507                        |
|     | Species of Fish: | Ground fish                   |

- |                     |                            |
|---------------------|----------------------------|
| Fishing gear:       | Fixed gear                 |
| Fishing area:       | 4RST                       |
|                     |                            |
| (j) Licence number: | 901891                     |
| Species of Fish:    | Ground fish                |
| Fishing gear:       | Fixed gear                 |
| Fishing area:       | 4RST                       |
|                     |                            |
| (k) Licence number: | S.O.                       |
| Species of Fish:    | Ground fish                |
| Fishing gear:       | Mobil gear                 |
| Fishing area:       | 4RST                       |
|                     |                            |
| (l) Licence number: | 901899                     |
| Species of Fish:    | Exploratory sea cucumber   |
| Fishing gear:       | Dredge                     |
| Fishing area:       | C                          |
|                     |                            |
| (m) Licence number: | 901731                     |
| Species of Fish:    | Mackerel                   |
| Fishing gear:       | Gill net, hand line        |
| Fishing area:       | Based on area of residence |
|                     |                            |
| (n) Licence number: | 901649                     |
| Species of Fish:    | Fishing bait               |
| Fishing gear:       | Gill net                   |
| Fishing area:       | 15                         |
|                     |                            |
| (o) Licence number: | 902139                     |
| Species of Fish:    | Fishing bait               |
| Fishing gear:       | Gill net                   |
| Fishing area:       | 15 and 16                  |

2. As of the Effective Date, Gesgapegiag's licences issued pursuant to the *Aboriginal Communal Fishing Licences Regulations (ACFLR)*, other than food, social and ceremonial licences are the following:

- |                     |         |
|---------------------|---------|
| (a) Licence number: | #901732 |
| Species of Fish:    | Whelk   |
| Fishing gear type:  | Traps   |
| Designated area:    | 14      |

- (b) Licence number: #903259  
Species of Fish: Exploratory sea cucumber  
Fishing gear type: Dredge  
Designated area: B
- (c) Licence number: #901274, #901275, 901276, #901277  
Species of Fish: Rock Crab  
Fishing gear type: Traps  
Designated area: 12Y
- (d) Licence number: #900200  
Species of Fish: Snow crab  
Fishing gear type: Traps  
Designated area: 12
- (e) Licence number: #903079  
Species of Fish: Snow crab  
Fishing gear type: Traps  
Designated area: 12A
- (f) Licence number: #900185  
Species of Fish: Shrimp, Group B  
Fishing gear type: Trawl  
Designated area: Anticosti, Sept-Iles, Estuary
- (g) Licence number: #900254, #900255, #900256, #900258  
Species of Fish: Herring  
Fishing gear type: Gill net  
Designated area: 16B
- (h) Licence number: #903089  
Species of Fish: Herring  
Fishing gear type: Gill net  
Designated area: 16A
- (i) Licence number: #900252, #900253, #900259, #900476, #901809  
Species of Fish: Lobster  
Fishing gear type: Traps  
Designated area: 21A
- (j) Licence number: #900728, #901052, #901053, #901179  
Species of Fish: Fishing bait  
Fishing gear type: Gill net  
Designated area: 16
- (k) Licence Number: #901733, #903090  
Species of Fish: Mackerel  
Fishing gear type: Gill net, hand line  
Designated Area: Based on area of residence

- (l) Licence Number: #900496, #900497, #900498, #900499  
Species of Fish: Ground fish,  
Fishing gear: Fixed gear  
Designated Area: 4RST
- (m) Licence Number: #903091  
Species of Fish: Ground fish  
Fishing gear: Fixed gear  
Designated Area: 4RST
- (n) Licence Number: #902250  
Species of Fish: Ground fish  
Fishing gear: Mobil gear  
Designated Areas: 4RST
- (o) Licence number: #901582  
Species of Fish: Grey Seals and Harp Seals  
Fishing gear type: According to the Marine Mammal Regulations  
Designated area: 5 to 33

**Schedule C**  
**Fisheries Access**

1. The Parties will update this Schedule C every year in accordance with section 5.2.