

2013-2023 Fishing agreement

between

The **GOUVERNEMENT DU QUÉBEC**, represented herein by the Minister of Sustainable Development, Environment, Wildlife and Parks, Yves-François Blanchet, the Minister for Aboriginal Affairs, Élisabeth Larouche, and the Minister responsible for Canadian Intergovernmental Affairs and Sovereignist Governance, Alexandre Cloutier, hereinafter known as the Ministers;

and

The **MICMACS OF GESGAPEGIAG**, hereinafter known as Gesgapegiag, represented herein by the chief, Guy Condo, who has been duly authorised to sign this agreement by means of a band council resolution;

Hereinafter known as the Parties.

WHEREAS the Parties prefer discussion and negotiation as a means of maintaining a durable relationship, and they wish to ensure harmonious relations between the various users involved in the practice of fishing-related activities;

WHEREAS the Gouvernement du Québec and the Micmacs of Gesgapegiag concluded an *Agreement protocol on salmon fishing* in November 2008;

WHEREAS the Parties deemed it appropriate to introduce an agreement to replace said *Agreement protocol* for the 2009 – 2013 period so as to agree upon the terms and conditions governing the complete removal of gillnets from Rivière Cascapédia and Petite Rivière Cascapédia and their estuaries by the members of the Micmacs of Gesgapegiag community;

WHEREAS the parties wish to renew said agreement;

WHEREAS the Parties recognise the importance of sound management of the wildlife resource, notably salmon, and wish to take the actions needed to achieve this end together;

WHEREAS the parties wish to foster the emergence and consolidation of structuring projects for the benefit of members of the Gesgapegiag community.

THE PARTIES HAVE MADE THE FOLLOWING MUTUAL DECLARATIONS AND CONVENTIONS:

ITEM 1 – PURPOSE OF THE AGREEMENT

The purpose of this agreement is to stipulate each party's **responsibilities** and determine the terms and conditions governing the complete removal of gillnets from Rivière Cascapédia and Petite Rivière Cascapédia and their estuaries by the members of the Micmacs of Gesgapegiag community, in exchange for a financial subsidy that is to be paid annually for the duration of the agreement to support community projects.

ITEM 2 – SCOPE OF THE AGREEMENT

This agreement is not to be construed as either a denial or recognition of the existence of the aboriginal or treaty rights of the Micmacs of Gesgapegiag. In addition, it must not be interpreted as constituting an agreement or treaty within the meaning of Section 35 of the *Constitution Act, 1982* (R.S.C. 1985, Part II, No. 44, Schedule B).

ITEM 3 – DURATION OF THE AGREEMENT

Notwithstanding the date of its signature by the Parties, this agreement shall be in effect from April 1, 2013 to March 31, 2023.

ITEM 4 – FISHING-RELATED OBLIGATIONS

For the duration of this agreement, Gesgapegiag agrees to make sure no member of the Micmacs of Gesgapegiag community practices fishing with gillnets in the Rivière Cascapédia and Petite Rivière Cascapédia and their

estuaries. The band council will not support the actions of its members concerning fishing with gillnets in other Gaspé salmon rivers, where applicable

Gesgapegiag agrees to give to the Regional Director for Wildlife Protection for the Gaspésie–Îles-de-la-Madeleine administrative region of the Ministère du Développement durable, de l'Environnement, de la Faune et des Parcs (MDDEFP), the gillnets of the members of the Micmacs of Gesgapegiag community.

Gesgapegiag agrees to promote the agreement to members of the Micmacs of Gesgapegiag community and present to them the scope of the commitments it has made as part of this agreement to restrict gillnet fishing

ITEM 5 – PROTECTION

It is agreed that it is the duty of the Ministers to ensure the conservation and development of wildlife. If needed and without prejudice to the *Act respecting the conservation and development of wildlife* (R.S.Q., c. C-61.1), the Ministers also agree to support Gesgapegiag in its efforts pertaining to the conservation and development of wildlife.

ITEM 6 – FOLLOW-UP COMMITTEE

The Parties agree to establish a follow-up committee to ensure the implementation and follow-up of the provisions set out in this agreement. The committee shall be composed of two (2) representatives appointed by the Ministers and two (2) representatives appointed by Gesgapegiag. The representatives sitting on this committee shall define its operating rules.

ITEM 7 – SUBSIDY

The Minister of Sustainable Development, Environment, Wildlife and Parks shall pay to Gesgapegiag the annual amounts indicated in the table below, subject to the provisions stipulated in the *Financial Administration Act* (R.S.Q., c. A-6.001) pertaining to ministerial budgets, to enable Gesgapegiag to carry out the community projects it shall determine:

<u>Year</u>	<u>Amount</u>
2013-2014	\$965,681
2014-2015	\$979,651
2015-2016	\$969,040
2016-2017	\$983,862
2017-2018	\$999,128
2018-2019	\$999,128
2019-2020	\$999,128
2020-2021	\$999,128
2021-2022	\$999,128
2022-2023	\$999,128.

The parties agree to negotiate during the year 2017-2018 the grant sums of extra money to the above annual amounts that could be paid for the years 2018-2019 Gesgapegiag in 2022-2023

The annual amount shall be paid out in three (3) instalments, as follows:

- a) A first instalment representing forty percent (40%) of the budgeted annual amount shall be paid out within fifteen (15) days of the approval by the Ministers of a document submitted by Gesgapegiag providing information about the chosen community projects (minimum of 150 000\$ per year), the objectives of said projects and, if applicable, the other sources of funding and the associated partners. This document must be submitted to the Ministers on or around May 1 of each year of the agreement;
- b) A second instalment representing twenty percent (20%) of the budgeted annual amount shall be paid out on or around September 15 of each year of the agreement;
- c) The balance of the amount – the remaining forty percent (40%) – shall be paid out after Gesgapegiag has submitted to the Ministers a detailed report on how the amounts paid out were used in compliance with the document submitted prior to payment of the first annual instalment, the content of which the Ministers have deemed to be satisfactory.

The cheques shall be issued to the order of the Micmacs of Gesgapegiag Band Council and sent to the following address: Banque de Montréal, 85 Avenue Rouleau, Rimouski (Québec) G5L 8M7.

After the first five years, Gesgapegiag is committed to producing an economic analysis on the impact of investies are in Gesgapegiag community as part of its economic recovery plan, produced by an accounting firm approved. The payment of the final instalment of the year 2017-2018 will be conditional on the filing of this satisfactory economic analysis by Ministers

ITEM 8 – TERMINATION OF THE AGREEMENT

Should either of the parties fail to fulfil an obligation set out in this agreement, the other party can in writing demand that said obligation be fulfilled within a reasonable time period. However, the Parties agree to seek a solution amicably and, if necessary, call on the follow-up committee to assist them in seeking a settlement before sending said notice.

Should the failure to fulfil the identified obligation not be corrected within the time stipulated in the abovementioned notice, this agreement shall be automatically terminated, with termination taking effect as a matter of right at the end of said time period.

It is agreed that any failure to fulfil an obligation on the part of a member of the Micmacs of Gesgapegiag Band can be considered as a failure to fulfil an obligation on the part of Gesgapegiag.

Furthermore, either of the parties can terminate this agreement without motive on April 1 of any fiscal year covered by this agreement, on the condition that it informs the other party in writing of its intention to do so at least sixty (60) days in advance.

ITEM 9 – CORRESPONDENCE AND COMMUNICATIONS

For the purpose of applying this agreement, the Ministers shall be represented by the MRN Director General for the Gaspésie–Îles-de-la-Madeleine Administrative Region.

Any correspondence between the Parties shall be sent to the Chief of the Micmacs of Gesgapegiag, P.O. Box 1280, Maria (Québec) G0C 1Y0, and to the Director General, Gaspésie–Îles-de-la-Madeleine Administrative Region, Ministère des Ressources naturelles, 195 boulevard Perron Est, Caplan (Québec) G0C 1H0.

Each party agrees to consult and inform the other party before initiating any outside communications regarding this agreement.

IN WITNESS WHEREOF, the Parties have signed in five copies (5):

Signed at _____

this _____ day of _____ 2013

Minister of Sustainable
Development, Environment, Wildlife
and Parks

Minister responsible for Canadian
Intergovernmental Affairs and
Sovereignist Governance

Yves-François Blanchet

Alexandre Cloutier

Minister responsible for Aboriginal
Affairs

Élizabeth Larouche

Signed at _____

this _____ day of _____ 2013

Chief,
Micmacs of Gesgapegiag

Guy Condo