

**Memorandum of Understanding  
on  
Fisheries Management**

**Parts 1-4**

**S.35.1 Food Fish (FSC)  
Economic Opportunity Fisheries  
Sport Fishery  
Joint Management**

**Lax Kw'alaams  
&  
Gitxsan - Gitanyow**

2020

**This Memorandum of Understanding builds on the Northwest Tribal Treaty signed on February 11, 1991 at Prince Rupert, British Columbia. Three important excerpts from the treaty read:**

- We shall continue to express our sovereignty as Nations**
- We shall assist each other to reaffirm our continuing Hereditary Title and give expression to our rights and to defend these against any erosion through external forces.**
- We shall continue to enter into bilateral and multilateral relationships with each other to strengthen and assist in settling matters and common concerns regarding our respective cultural identities, traditions, diversity, equality of our peoples and our common boundaries according to our traditional laws.**

Whereas all Nations have the inherent right to access the fisheries resources within their respective Territories.

And whereas all Nations are bound to the management and conservation of the fisheries resource for future generations.

Now therefore the Parties agree as follows:

## **PART 1**

### Protocol for Coastal Food Fishing

1. Food fishers from Nations party to this MOU are expected and required to follow the local rules and regulations of the Nation within which they are fishing.
2. Food fishers from Nations party to this MOU will be issued permits by the host Nation that will identify them both to the host Nation and to its fishery monitors.
3. By requesting and accepting the permit from the host Nation, each fisher agrees to:
  - a. Collect catch data and report this data to the issuing office within the proscribed time on the forms provided;
  - b. Obtain a food fish transport permit from the host Nation prior to transporting the fish home;
  - c. Immediately upon arrival in the fisher's village, the fisher must have his or her own fishery resource manager sign off on the transport permit as evidence that the food fish arrived and was delivered to the fisher's village, and a copy of the slip must be faxed by the fishery resource manager immediately to the Coast Tsimshian Fisheries Office at 250-627-8509; Jim Henry Cell: 250 600 6693
  - d. Abide by all rules and regulations relating to the fishery.
4. In light of the COVID-19 pandemic, permits may be acquired electronically.

5. The Gitanyow and the Gitksan will take a combined maximum of 5,000 pieces of Sockeye and 250 pieces of Chinook from areas 4-12 and 4-15, to be increased in-season by the host Nation if Sockeye/Chinook numbers allow.

Harvested allocations will be from the Gitksan and Gitanyow allocations for section 35.1

6. Non-compliance of this MOU will result in immediate suspension of the permit and no further permits will be issued

#### Time

7. This Agreement will expire on July 31, 2020, even if the participating First Nation's FSC requirements have not been achieved.

#### Area

8. Specified areas 4-12, 4-15

#### Species

9. Salmon Only

### **PART 2**

#### Economic Opportunity Fisheries

1. Parties to this MOU acknowledge that working in partnership is necessary to protect our interests and advance our responsibilities and the Parties agree to support all Aboriginal fisheries, including food, and economic/commercial to the fullest extent possible based upon a sustainable fishing plan.

### **PART 3**

#### Recreational Fisheries

1. The Parties agree that the threshold for retention of sockeye in the recreational fishery should be based on an in-river actual escapement past Tye of above 1.3 million pieces, and they will work together to advocate with DFO for this management approach.

2. The Parties agree that all recreational fisheries shall be subject to the same catch monitoring and catch reporting requirements as commercial and Aboriginal food fisheries and will continue to work together to advocate with DFO for these requirements.

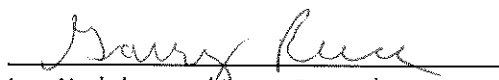
**PART 4**

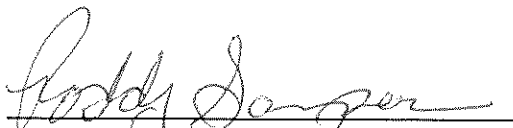
Joint Management

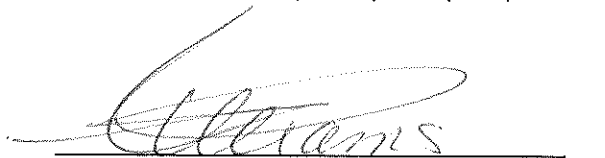
1. The Parties agree to continue to work together in the development of further MOUs between Nations as they see fit.
2. The Parties will discuss from time to time matters of significance concerning Skeena and Nass salmon and fisheries, and other matters as required, to determine if they can express a cohesive voice.

Agreed to this 17 day of June 2020 in Lax Kw'alaams,

\_\_\_\_\_ Territory.

  
Lax Kw'alaams (Garry Reece)

  
Gitxsan, Wagaloo (Roddy Sampare)

  
Gitanyow, Malii, President (Glen Williams)