

CANADA - BRITISH COLUMBIA AGREEMENT
ON AQUACULTURE MANAGEMENT

This Agreement made this 10th day of December, 2010

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

AND THE GOVERNMENT OF BRITISH COLUMBIA (hereinafter referred to as
“British Columbia” represented by the Minister of Agriculture)

Herein after referred to as the Parties, have reached the following Agreement:

PREAMBLE

WHEREAS Canada and British Columbia share the common goal of having an economically, socially and environmentally sustainable aquaculture sector in British Columbia; and

WHEREAS Canada and British Columbia are committed to working collaboratively to manage and regulate the aquaculture sector in the most effective, efficient and transparent manner possible; and

WHEREAS Canada and British Columbia recognise the need to develop collaborative regulatory and management arrangements designed specifically for the Province; and

WHEREAS Canada and British Columbia acknowledge that the regulation and management of aquaculture is an area of shared federal-provincial responsibility; and

WHEREAS Canada and British Columbia recognise that by virtue of their constitutionally protected aboriginal and treaty rights, First Nations in British Columbia have interests with respect to the management of the aquaculture sector in British Columbia; and

WHEREAS Canada and British Columbia agree that effective engagement of the industry, environmental groups and other members of the public is essential to effective and balanced decision making with respect to aquaculture; and

WHEREAS Canada and British Columbia are committed to science based decision making with respect to the management of the aquaculture sector in British Columbia;

THEREFORE Canada and British Columbia, without prejudice to their respective constitutional powers, hereby agree as follows:

1. GENERAL

- 1.1. This Agreement replaces the *Canada/British Columbia Memorandum Of Understanding on Aquaculture Development*, made on September 6, 1988; and
- 1.2. This Agreement has been developed in keeping with the “*Multilateral Agreement on Interjurisdictional Cooperation with Respect to Fisheries and Aquaculture*” effective as of June 1999, and which provides the foundation for the Canadian Council of Fisheries and Aquaculture Ministers (CCFAM).

2. DEFINITIONS

In this Agreement, unless the context requires otherwise:

- 2.1. “Aquaculture” is the cultivation of fish;
- 2.2. “Aquatic Organisms” includes adult forms, seed, gametes (eggs and sperm), larvae, young or juvenile stages or any parts thereof;
- 2.3. “Finfish” means Fishes (Pisces) including Agnatha (e.g., lampreys and hagfish), Chondrichthyes (i.e., cartilaginous fishes), and Osteichthyes (i.e., bony fish, e.g., sturgeon, salmon, trout);
- 2.4. “Shellfish” means Marine Invertebrates (Invertebrata) including Mollusca (e.g., clams, oysters), Echinodermata (e.g., sea urchins, sea cucumbers), Annelida (e.g., polychaetes), and Crustacea (e.g., shrimp, crabs);
- 2.5. “Provincial Tenure” means the right to occupy Provincial Crown lands, however conferred under authority of the British Columbia *Land Act*; and
- 2.6. “Fresh Water Aquaculture” is the cultivation of fish in fresh water.

3. SCOPE

- 3.1. This Agreement applies to the management of all forms of aquaculture in the Province of British Columbia;
- 3.2. This Agreement applies only to areas of British Columbia as described in the Pacific Aquaculture Regulation; and
- 3.3. In keeping with the definition of aquaculture set out in clause 1.1 of this Agreement, stock enhancement programs, government research programs and other non-commercial aquaculture-related activities are covered by this Agreement.

4. PURPOSE

The purposes of this Agreement are to:

- 4.1. Set out the responsibilities of both governments with respect to the management and regulation of the aquaculture sector in British Columbia;

- 4.2. Provide certainty regarding the manner in which the two governments will collaborate in the management and regulation of the aquaculture sector in British Columbia;
- 4.3. Facilitate coordinated planning, consultation, decision making and data and information sharing mechanisms necessary to support the effective, efficient and transparent management of the aquaculture sector in British Columbia; and
- 4.4. Facilitate the establishment of other collaborative mechanisms as needed.

5. RESPONSIBILITIES

5.1. General:

- 5.1.1. The Parties each have roles in the regulation, management and development of the aquaculture sector in British Columbia and have legislative, regulatory, and policy instruments to manage the aquaculture sector in British Columbia;
- 5.1.2. The Parties will coordinate the use of these instruments in making decisions regarding the operation of all sites and the authorisation of new sites for aquaculture in British Columbia;
- 5.1.3. The Parties will coordinate in order to develop strategies to manage stock enhancement programs, government research programs and other non-commercial aquaculture-related activities that are covered by this Agreement;
- 5.1.4. In the event that issues or concerns arise for which responsibility is unclear, the Management Committee, as described in Annex, will develop appropriate strategies or recommendations for addressing them; and
- 5.1.5. The Parties will undertake auditing, monitoring and management activities in order to fulfil their respective responsibilities.

5.2. Federal Responsibilities:

- 5.2.1. Canada is responsible for the conservation and protection of fish and fish habitat, proper management and control of fisheries, including aquaculture, and management of pollution measures;
- 5.2.2. Canada is responsible for ensuring that a regulatory regime for the fisheries aspects of aquaculture is in place in British Columbia. The management activities to be undertaken in this regard are described in the "Management" section below;
- 5.2.3. Canada is responsible for the management of federal crown lands and may issue tenures and operating licences with respect to proposed or existing aquaculture facilities that are located on federal lands;

- 5.2.4. Canada is responsible for collecting data regarding the environmental performance of the industry in British Columbia via its licensing activities and its regular scientific research and monitoring programs;
- 5.2.5. Canada is responsible, through Transport Canada's Navigable Waters Protection Program (NWPP), for ensuring the public's right to navigate Canada's waters without obstruction;
- 5.2.6. Canada is responsible for ensuring that aquatic animal health matters (disease prevention, detection and control, feed, medication, and biologics) are addressed through Fisheries and Oceans Canada (DFO), Canadian Food Inspection Agency (CFIA) and Health Canada (HC);
- 5.2.7. Canada is responsible, through Health Canada's Veterinary Drugs Directorate, for maintaining healthy and productive aquatic ecosystems including the management of aquatic diseases and the use of veterinary drugs administered to food-producing animals; and
- 5.2.8. Canada is responsible, through Health Canada's Pest Management Regulatory Agency, for determining whether proposed pesticides can be used safely and will be effective for their intended use.

5.3. Provincial Responsibilities:

- 5.3.1. The British Columbia Ministry of Agriculture is the lead provincial agency for the strategic development of the aquaculture industry in British Columbia and for interacting with Canada on Aquaculture matters;
- 5.3.2. The British Columbia Ministry of Natural Resource Operations is the lead provincial agency for the management of the aquaculture sector and for interacting with Canada on aquaculture licensing and tenure matters;
- 5.3.3. The British Columbia Ministry of Environment is responsible for the management of waste discharge with the exception where this is otherwise regulated as part of the proper management and control of fisheries and fish habitat;
- 5.3.4. Other provincial agencies, notably the Ministry of Environment shall continue to interact directly with appropriate federal agencies regarding matters within the Ministry of the Environment mandate and may also serve as members of the management committee described below;
- 5.3.5. British Columbia is responsible for management of provincial Crown land and may issue tenures for the purpose of aquaculture in the Province of British Columbia; and
- 5.3.6. British Columbia is responsible for the management and regulation of business and labour aspects of aquaculture and for labour on farms in British Columbia.

6. MANAGEMENT ACTIVITIES

- 6.1. Canada may issue aquaculture licences under the Fisheries Act for all aquaculture activities to be undertaken in the Province of British Columbia;
- 6.2. British Columbia may issue land tenures under the Land Act for aquaculture purposes;
- 6.3. The Parties will make best efforts to harmonise their decision making criteria;
- 6.4. The Parties will make best efforts to synchronise their decision making processes by:
 - 6.4.1. Establishing a single-window application process for all new site tenure and licence applications;
 - 6.4.2. Synchronising timelines throughout the decision-making process including timelines for review and comment prior to decisions being made;
 - 6.4.3. Coordinating approaches to First Nation and stakeholder engagement and consultation processes;
- 6.5. Canada will work with British Columbia to establish land tenure bonding arrangements to serve the Parties' interests;
- 6.6. The Parties agree to share all relevant aquaculture-related information they collect through their respective activities in a manner that is consistent with their respective legislation and policies governing the sharing of information;
- 6.7. The Parties will establish protocols for information collection, sharing, and data management, and will make best efforts to coordinate information collection to avoid duplicating information requests;
- 6.8. The Parties will collaborate on any public reporting requirements.
- 6.9. The Parties agree to coordinate inspections, compliance and enforcement and share related information where appropriate;
- 6.10. Canada and British Columbia will notify each other in advance of establishing and implementing any changes to their respective management regimes, policies and guidelines;
- 6.11. The Parties will coordinate their engagement with First Nations, industry, and stakeholders on matters of broad strategic interest in the aquaculture sector; and
- 6.12. The Parties will collaborate in developing management plans, strategies, and research initiatives for the aquaculture sector in British Columbia.

7. IMPLEMENTATION

- 7.1. Fisheries and Oceans Canada (DFO) will act as lead federal agency for the management of the aquaculture sector in British Columbia and for interacting with British Columbia on aquaculture matters;
- 7.2. Fisheries and Oceans Canada (DFO) will consult with other federal agencies regarding government-wide aquaculture policy and regulation issues or concerns, and will ensure that they represent a federal view on such matters in dealing with British Columbia;
- 7.3. Other federal agencies shall continue to interact directly with appropriate provincial agencies regarding matters within their mandate and may also serve as members of the Management Committee described in Annex A;
- 7.4. The British Columbia Ministry of Agriculture will consult with other provincial agencies regarding government-wide aquaculture policy and regulation issues or concerns, and will ensure that the Ministry represents a provincial view on such matters in dealing with Canada;
- 7.5. Implementation of this Agreement will be appropriately co-ordinated with other Canada-British Columbia agreements in the areas of marine ecosystems and fisheries;
- 7.6. The Parties will make best efforts to ensure that legislation, regulation, and administrative policies are in place to support the implementation of this Agreement and that they are amended to reflect the Parties' intentions;
- 7.7. The Parties will establish a Management Committee reporting to the Deputies to oversee the implementation of this Agreement. The structure and operating procedures of the Management Committee are set out in Annex A;
- 7.8. The Management Committee may make subsidiary agreements to effect implementation; and
- 7.9. The Parties will review this Agreement after one year and every three years thereafter.

8. RESOURCES

- 8.1. This Agreement does not create any obligation for the transfer of resources; and
- 8.2. Implementation of this Agreement is contingent upon annual appropriations by the Parties.

9. AMENDMENTS TO THE AGREEMENT

- 9.1. The Parties may amend this Agreement at any time by mutual consent.

10. DISPUTE RESOLUTION

10.1. Where the Management Committee is unable to resolve a dispute, it shall be referred to the Deputy Minister of Fisheries and Oceans for Canada and the Deputy Minister of Agriculture for British Columbia.

11. TERMINATION

11.1. This Agreement may be terminated by the Parties on one year's written notice or at any time by the Parties' mutual consent.

SIGNATURES

SIGNED IN THE PRESENCE OF:

GOVERNMENT OF CANADA

Witness

Minister of Fisheries and Oceans

GOVERNMENT OF BRITISH COLUMBIA

Witness

Minister of Agriculture

DATE

MANAGEMENT COMMITTEE

The Management Committee shall consist of:

The Regional Director General, Pacific Region, Fisheries and Oceans Canada, shall represent Canada for the implementation of this Agreement on behalf of Canada, and shall be Co-Chair of the Management Committee;

The Assistant Deputy Minister, Ministry of Agriculture, shall represent British Columbia for the implementation of this Agreement on behalf of British Columbia and shall be Co-Chair of the Management Committee; and

Co-chairs may identify additional members as they see fit.

The Management Committee will define its operating procedures and meet as required, but not less frequently than semi-annually to review implementation of this Agreement and will consult as necessary to ensure its effective operation.

The Aquaculture Management Committee may establish and direct sub-committees or other bodies as required (designation of the chair of all sub-committees or other bodies will be the joint responsibilities of both Parties).