



# T'aaq-wiihak

Implementing Nuu-chah-nulth Fishing Rights

## T'AAQ-WIIHAK FISHING REQUIREMENTS AND RESPONSIBILITIES AGREEMENT

(hereinafter the "AGREEMENT")

**Between:** Tla-o-qui-aht, Ha'wiih  
Tla-o-qui-aht, BC  
(hereinafter the "Nation")

**And:** \_\_\_\_\_  
(hereinafter the "Fisher")

This Agreement is based on Nuu-chah-nulth customs, including the principles of Hishukish tsa'walk and lisaak.

The essence of this Agreement is the Fisher will act in accordance with the 2019-2020 T'aaq-wiihak Management Plan of the fishery indicated in Section 1.1, as authorized by the Ha'wiih and Nations, fisheries notices for each opening, and any related notices modifying the 2019-2020 Plan.

This Agreement includes appendices, and must include an appendix outlining the T'aaq-wiihak Conditions for each of the fisheries designated below.

In consideration of the mutual promises contained in this Agreement, the Ha'wiih/Nation and the Fisher agree as follows:

### 1. Permission to Fish in designated fishery

1.1 This Agreement provides "T'aaq-wiihak" (permission to fish) to the Fisher and designates the Fisher as a participant in the following fisheries (check which apply):

- (a)  Ocean Suuhaa (including retention of groundfish for sale)
- (b)  Terminal Suuhaa
- (c)  Cuwit
- (d)  Hinkuuas/Caapi/Mi?aat
- (e)  Directed Tuskuuh
- (f)  Directed Groundfish
- (g)  Ca?inwa (Gooseneck Barnacles)
- (h)  Trap Fisheries (Titimakai, Hasaamac)
- (i)  \_\_\_\_\_

1.2 Permission to fish is subject to the terms of this Agreement and is restricted to the designated fishery and the Nation's territory.

- 1.3 The Fisher acknowledges that the permission to fish granted herein is subject to the specific terms of fishing in the designated fishery as announced from time to time by T'aaq-wiihak Fishery Notice or otherwise by the Nation.
- 1.4 This Agreement does not constitute permission to fish in another Nation's waters.
- 1.5 Breach of any term of this Agreement by the Fisher results in the immediate termination of this Agreement, with no notice required.
- 1.6 The Fisher's T'aaq-wiihak in a designated fishery is revoked upon termination of this Agreement.

**2. General Requirements and Responsibilities**

- 2.1 The Fisher shall, for the purposes of this Agreement, be an independent Fisher, and is not a co-venturer with, employee or partner of the Nation.
- 2.2 The Fisher will maintain a daily fishing log to record all fishing activity which takes place under this Agreement.
- 2.3 The Fisher will ensure that any personnel or crew on the Fisher's vessel have adequate safety, first aid and emergency training, and that all appropriate safety and emergency procedures are in place.
- 2.4 The Fisher will ensure that vessels used in the fishery comply with all T'aaq-wiihak, Transport Canada, Industry Canada, Canada Shipping Act, Fisheries Act, Canadian Food Inspection Agency and WorksafeBC regulations.
- 2.5 The Fisher is responsible for compliance by his or her crew with the terms of fishing set out in the Agreement; and, the Agreement is immediately terminated if a term is breached by the crew of the Fisher.

**3. Term of FRR Agreement**

- 3.1 This Agreement shall commence on the following date:

Commencement: \_\_\_\_\_

Termination: At the discretion of your Ha'wiih, Ha'wiih may terminate at any time without notice as per section 8 below.

**4. Confidentiality**

- 4.1 The Nation agrees not to identify the individual reported catches of the Fisher except to comply with any regulatory obligations or otherwise compelled to do so by law.

**5. Property of Nation**

- 5.1 The Fisher agrees that upon termination of this Agreement, the Fisher will return to the Nation all materials, equipment, manuals, correspondence, documents, specifications, papers, T'aaq-wiihak Identification Card, T'aaq-wiihak flag, and all other property belonging to the Nation which may be in the Fisher's possession or under the Fisher's control; and

## **6. Release and Indemnity**

- 6.1 The Fisher is aware of the inherent dangers, hazards and risks associated with fishing, including loss of life, personal injury and damage to property. The Fisher accepts and assumes all expenses and all risk of accident, damage or loss of any kind, including but not limited to loss of life, injury, property damage or loss of anticipated income from fishing, arising from or related to activity authorized or related to this Agreement, and does remise, release and forever discharge the Nation, its directors, officers, employees, and agents and their respective heirs, executors, successors or assigns, from every action, cause of action, claim, liability or demand of any kind arising from or related thereto.
- 6.2 The Fisher indemnifies the Nation, its directors, officers, employees, and agents, against all claims, actions, losses, expenses, costs and damages of every nature and kind whatsoever attributable to or arising out from activity authorized or related to this Agreement, made by any person, including but not limited to the Fisher, crew, passengers and their respective heirs, executors, successors or assigns.

## **7. Notice**

- 7.1 Termination of this Agreement may be done upon notice to the other party, which must be given in writing and sent by registered mail, postage prepaid, or personally delivered, to the following contacts:

To the Nation:

Tla-o-qui-aht First Nation; Attention: Andrew Jackson [250-725-3350]

To the Fisher:

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- 7.2 Notice will be deemed received and effective 3 days following the date on which the notice is sent by registered mail.

## **8. Termination**

- 8.1 Notwithstanding the above Notice provision, this Agreement may be immediately terminated at the option of the Nation and without notice upon any of the following events:
- (a) The Fisher or crew commits an act or conduct which, in the reasonable opinion of the Nation, causes or will cause substantial damage or discredit to the Nation;
  - (b) The Fisher attempts to assign T'aaq-wiihak to another person or entity; or
  - (c) The Fisher or his crew fail to comply with this Agreement;
- 8.2 Notwithstanding termination of this Agreement for any reason whatsoever and with or without cause, the waiver, indemnity and confidentiality provisions (in Articles 4.1, 6.1) shall survive and continue in full force and effect in accordance with their respective terms following any such termination.

## **9. Amendment**

- 9.1 This Agreement may only be amended by written agreement duly executed by the Parties.

**10. MISCELLANEOUS**

- 10.1 This Agreement contains the entire agreement and understanding between the Nation and the Fisher with respect to the subject matter hereof and supersedes all prior negotiations and understandings with respect to such subject matter.
- 10.2 If any provisions of this Agreement are held to be invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way and shall continue.

The Nation and Fisher agree to the terms and conditions of this Agreement:

the Nation

Witness:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

the Fisher

Witness:

Date:

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