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Hasaamac (Crab) Allotment Policy and Procedure

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Approved by the BOD on February 15, 2023.

***Hasaamac* (Crab) Allotment Policy and Procedure**

1 BACKGROUND

- 1.1 The Ahousaht Nation and the Ehattesaht, Hesquiaht, Mowachaht/Muchalaht, and Tla-o-qui-aht First Nations (the Five Nations) have Aboriginal rights to fish for any species of fish within their fishing territories and to sell that fish (the Aboriginal Right).
- 1.2 The Five Nations' Aboriginal Right includes commercially harvesting *hasaamac* (crab). The implementation of this right is being negotiated between the Five Nations and Fisheries and Oceans Canada (DFO) and currently includes:
 - Conducting this fishery in the court defined area for fishing, which extends nine nautical miles offshore, using vessels of varying sizes, and aimed at wide community participation;
 - Providing short and long-term fishing opportunities; and
 - Allowing the sale of *hasaamac* (crab) into the commercial marketplace with the objective of having a sustainable crab stock and an economically viable fishery.
- 1.3 The Five Nations' right to harvest and sell *hasaamac* (crab) has some limits, meaning their right to harvest and sell *hasaamac* (crab) must be balanced with Canada's objectives and other societal interests in regulating the fishery, including other First Nations' current and future food and economic interests in the fishery. The fishery may also be limited by management practices and/or other interests of the Five Nations and their leadership. The *Ha'wiih* of the Five Nations identify conditions of participation from their respective Nations to manage the *hasaamac* (crab) fishery of the Five Nations, consistent with the collective rights to harvest and sell *hasaamac* (crab). To be clear, the *Ha'wiih* of the Five Nations may limit participation in the fishery consistent with the fisheries resources available.

2 PURPOSE

- 2.1 The purpose of this policy is to provide conditions of participation (i.e., eligibility requirements) to whom can harvest and sell *hasaamac* (crab) as part of the Five Nations Fisheries as well as the parameters and procedures for HFS to allocate *Hasaamac* (Crab) Access to Five Nations members.
- 2.2 In managing the Five Nations' *hasaamac* (crab) fishery, the *Ha'wiih* of the Five Nations aim to be fair and equitable among the Five Nations and aspire to increase and support the participation of members of the Five Nations in the *hasaamac* (crab) fishery.

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3 SCOPE

- 3.1 This policy applies to all *Muscim*, individuals, applicants, and participants in the Five Nations' *hasaamac* (crab) fishery administered by the Ha'oom Fisheries Society (HFS).

4 DEFINITIONS

- 4.1 These words that are used throughout this policy have the following special meanings:

DFO: Department of Fisheries and Ocean Canada.

Distribution: how access is shared out amongst the Harvesters.

Electronic Monitoring (EM) system: an electronic-based monitoring system that accurately monitors vessel activity (location, date, time, and speed), trap hauling activity, and individual traps hauled on board.

Eligible Individual(s): those eligible to submit *Hasaamac* (Crab) Access applications under section 5.1.

Five Nations: the five plaintiff Nations in the *Ahousaht et al* (2009) litigation, consisting of the Ahousaht Nation and the Hesquiaht, Tla-o-qui-aht, Mowachah/Muchalaht, and Ehattesaht/Chinehkint First Nations.

Good Standing: meeting the conditions set out in the HFS *T'aaq-wiihak* Policy and Procedures for Participation.

Ha'oom Fisheries Society (HFS): the not-for-profit society created to administer and implement the Five Nations' Aboriginal rights to fish and sell fish into the commercial marketplace.

HFS Board of Directors: two representatives from each of the Five Nations appointed by each Nation's leadership.

Ha-ha-houthlee (plural)/Ha-houthlee (singular): the Chiefly territories of the Five Nations' *Ha'wiih*, ranging from Grassy Island in the north to the Florencia Bay in the south with the ocean and mountains on either side. The *Ha-ha-houthlee* belongs to the *Ha'wiih*.

Ha'wiih (plural)/Ha'wilth (singular): the hereditary leadership of the Five Nations (Ahousaht, Ehattesaht/Chinehkint, Mowachah/Muchalaht, Tla-o-qui-aht, and Hesquiaht) that have the authority to provide *T'aaq-wiihak* to their membership.

Harvest Logbook: the record of fishing activities kept when harvesting for the Five Nations' *hasaamac* (crab) fishery.

Harvester: an Eligible Individual who receives *hasaamac* (crab) traps under the Five Nations' *hasaamac* (crab) fishery.

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Harvester Allotment: the number of *hasaamac* (crab) traps allotted to the Harvester for a given *Hasaamac* (Crab) Season.

Hasaamac: dungeness crab in the Nuu-chah-nulth language.

Hasaamac (Crab) Access: the total *hasaamac* (crab) traps allocated to the Five Nations by DFO.

Hasaamac (Crab) Access Application: the application submitted by Eligible Individuals to participate in the Five Nations' *hasaamac* (crab) fishery.

Hasaamac (Crab) Season: a given year that begins on April 1 and ends on March 31 of the following year.

HFS *Hasaamac* (Crab) Harvesting Agreement: A signed agreement between each Harvester and the HFS that sets out terms and conditions for *hasaamac* (crab) harvesting (and selling) and indicates the Harvester Allotment.

***Hishuk ish tsa'walk*:** the Nuu-chah-nulth principle of everything is one; everything is interconnected.

***Isaak*:** respect with caring – a lived value of Nuu-chah-nulth people.

Landing: the transfer of fish from the vessel in water to land.

License: a document granting such permission.

Longterm Portion: the portion of a Harvester Allotment available to a Harvester for a minimum of three (3) *Hasaamac* (Crab) Seasons.

Member: an individual on the registered membership list of one of the Five Nations.

***Muscim*:** the people that make up the community. There is no government without the people and no people without the resource.

***Oomas*:** a tribute or tax.

Pacific Coast Fishery Service: the service provider that has been approved to provide Biological Sampling, Electronic Monitoring, Harvest Logbook, Plastic Trap Tag, and Summary Reporting Services for *hasaamac* (crab).

Renewal Request: a request made by a Harvester to renew their Harvester Allotment or a portion thereof for the following *Hasaamac* (Crab) Season.

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Requirements and Responsibilities Agreement: A signed agreement between each fisher and their respective Nation to follow the outlined requirements, responsibilities, principles and lived values of *Hishukish tsa'walk* and *lisaak* and can be found at: <https://taaqwiihakfisheries.ca/resources/>.

T'aaq-wiihak: fishing with permission of the *Ha'wiih* in the Nuu-chah-nulth language.

T'aaq-wiihak Card: the card that *Muscim* are issued by the HFS to harvest fish as part of the Five Nations Fisheries.

T'aaq-wiihak Card Registration List: the list of approved *Muscim* with *T'aaq-wiihak* Cards in Good Standing.

Trap: a device or enclosure designed to catch and retain animals, allowing entry but not exit, including ring nets.

5 ELIGIBILITY TO APPLY FOR FIVE NATIONS' HASAAMAC (CRAB) ACCESS

- 5.1 An individual is eligible to apply for *Hasaamac* (Crab) Access if they:
- 5.1.1 They have a *T'aaq-wiihak* Card in Good Standing as defined in the HFS *T'aaq-wiihak* Policy and Procedures for Participation; and
 - 5.1.2 They have a vessel registered appropriately¹ with Transport Canada and HFS.

6 HASAAMAC (CRAB) ACCESS APPLICATION PROCEDURE

- 6.1 The Canadian commercial *hasaamac* (crab) fishery and the Five Nations' *hasaamac* (crab) fishery begin on April 1 of a given year and end on March 31 of the following year (*Hasaamac* (Crab) Season).
- 6.2 Eligible Individuals, as defined in section 5.1, can submit *Hasaamac* (Crab) Access Applications to harvest (and sell) *hasaamac* (crab) with a portion of the *Hasaamac* (Crab) Access traps during one (1) *Hasaamac* (Crab) Season.
- 6.3 The HFS will accept *Hasaamac* (Crab) Access Applications for a term of one (1) year, starting February 1 of a given year. Applications will continue to be received throughout the *Hasaamac* (Crab) Season.
- 6.4 The *Hasaamac* (Crab) Access will begin to be available and distributed in April of a given year.

¹ Vessels must be registered as commercial vessels with Transport Canada.

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- 6.5 Eligible Individuals are required to submit their *Hasaamac* (Crab) Access Applications to the HFS. The *Hasaamac* (Crab) Access application form can be found online at <https://taaqwiihakfisheries.ca/Hasaamac-fishery/> or can be requested from a fisheries coordinator at HFS.
- 6.6 Eligible Individuals may submit *Hasaamac* (Crab) Access applications by going to the HFS in person or sending the completed *Hasaamac* (Crab) Access application to the HFS by email or mail.
- 6.7 Eligible Individuals must acknowledge that they have read and will abide by this policy to complete the application process.
- 6.8 HFS staff will review fully completed applications.
- 6.9 For incomplete *Hasaamac* (Crab) Access applications, the HFS staff will request the information from the Eligible Individual within two (2) business days. The HFS staff will fix readily correctable errors to reflect the correct information in fully completed and submitted *Hasaamac* (Crab) Access applications prior to their review.
- 6.10 Fully completed and submitted *Hasaamac* (Crab) Access applications, as per section 6.6, will be reviewed by HFS within twenty-five (25) business days upon receipt of the application.
- 6.11 *Hasaamac* (Crab) Access applications will be reviewed and selected based on the License/Quota Decision Guide, appended as Appendix 1.
- 6.12 The HFS Board of Directors will have twenty-five (25) business days upon receipt of the *Hasaamac* (Crab) Access application to notify the HFS fisheries coordinator whether and how much of the *Hasaamac* (Crab) Access to grant to the Eligible Individual. The HFS Board of Directors will notify the HFS fisheries coordinator via email, phone, mail, or in person. If the HFS fisheries coordinator does not receive a response from the HFS Board Directors after the twenty-five (25) business day limit, the HFS fisheries coordinator will decide whether and how much of the *Hasaamac* (Crab) Access to grant to the Eligible Individual. The HFS fisheries coordinator will review and evaluate the *Hasaamac* (Crab) Access application based on the License/Quota Decision Guide, appended as Appendix 1.
- 6.13 *Hasaamac* (crab) traps shall only be issued to natural persons. For the purposes of this section, the term “natural person”, or “person”, refers to a human being and does not include a firm, organization, partnership, association, corporation, or other business or legal entity or group or combination.
- 6.14 After the HFS fisheries coordinator receives the decision from the HFS Board of Directors or if twenty-five (25) business days have passed as per section 6.12, the HFS fisheries coordinator will notify the Eligible Individual within two (2) business days:

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- 6.14.1 When *hasaamac* (crab) trap(s) have been allotted to the Eligible Individual (the Harvester), the HFS fisheries coordinator will provide an HFS *Hasaamac* (Crab) Harvesting Agreement to the Eligible Individual within two (2) business days; or
- 6.14.2 When *hasaamac* (crab) trap(s) have not been allotted to the Eligible Individual, they can contact the HFS fisheries coordinator directly for the rationale for their denial. The Eligible Individual may submit a new *Hasaamac* (Crab) Access Application at their earliest convenience as per sections 6.3 to 6.6.
- 6.15 Both the HFS Executive Director or designated staff member and the Harvester must sign the HFS *Hasaamac* (Crab) Harvesting Agreement in order for the Harvester to access the allotted *hasaamac* (crab) trap(s) (the Harvester Allotment).
- 6.16 The HFS *Hasaamac* (Crab) Harvesting Agreement sets out terms and conditions for *hasaamac* (crab) harvesting (and selling) and indicates the Harvester Allotment. The HFS *Hasaamac* (Crab) Harvesting Agreement does not confer the Harvester any right of ownership or interest in the Harvester Allotment.
- 6.17 Any party (the HFS or the Harvester) may terminate at any time the HFS *Hasaamac* (Crab) Harvesting Agreement at their sole discretion. Contravention or non-compliance by the Harvester with any term or condition of this Agreement is cause for immediate remedial measures and/or termination of the Agreement by the HFS Board of Directors.

7 LONG-TERM PORTION OF THE HARVESTER ALLOTMENT

- 7.1 The Five Nations and the HFS recognize the importance of providing certainty to Harvesters. Therefore, if the HFS has allotted *hasaamac* (crab) trap(s) to an Eligible Individual, a portion of the Harvester Allotment will be available to the Harvester for a minimum of three (3) *Hasaamac* (Crab) Seasons from the date of the Harvester's HFS *Hasaamac* (Crab) Harvesting Agreement (Long-Term Portion).
- 7.2 The HFS Board of Directors will determine the Long-Term Portion after they decide how much of the *Hasaamac* (Crab) Access-to grant to the Eligible Individual.
- 7.3 The Long-Term Portion will be determined based on evaluation of the License/Quota Decision Guide, appended as Appendix 1.
- 7.4 If the HFS fisheries coordinator does not receive a response from the HFS Board of Directors after twenty-five (25) business days upon receipt of the *Hasaamac* (Crab) Access application, the HFS fisheries coordinator will determine the Long-Term Portion if they decide to allot *hasaamac* (crab) trap(s) to the Eligible Individual. The HFS fisheries coordinator will determine the Long-Term Portion based on evaluation of the License/Quota Decision Guide, appended as Appendix 1.

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- 7.5 The Long-Term Portion for the Harvester is subject to changes in the *Hasaamac* (Crab) Access from DFO, changes in Distribution, and compliance with the terms and conditions of the Harvester's HFS *Hasaamac* (Crab) Harvesting Agreement as per section 6.17.
- 7.6 If the HFS Board of Directors decides to change the Harvester's Long-Term Portion, they must notify the fisheries coordinator within two (2) business days via email, phone, mail, or in person. Upon notification, the HFS fisheries coordinator must notify the Harvester within two (2) business days via email, phone, or mail.
- 7.7 The Harvester who has their Long-Term Portion changed can contact the HFS fisheries coordinator directly for the rationale of the change.

8 CONDITIONS OF PARTICIPATION IN THE FIVE NATIONS' HASAAMAC (CRAB) FISHERY

- 8.1 The Harvester will possess a *T'aaq-wiihak* card in Good Standing throughout the term of the HFS *Hasaamac* (Crab) Harvesting Agreement.
- 8.2 The Harvester will have a vessel registered with the HFS throughout the term of the HFS *Hasaamac* (Crab) Harvesting Agreement.
- 8.1 When the Harvester signs the HFS *Hasaamac* (Crab) Harvesting Agreement, the Harvester guarantees to the HFS that:
 - 8.1.1 The Harvester will have all necessary certifications, including safety certifications, for operating a vessel for commercial harvest of *hasaamac* (crab);
 - 8.1.2 The Harvester is competent and qualified to harvest *hasaamac* (crab);
 - 8.1.3 The Harvester will harvest and sell *hasaamac* (crab) in a good and professional manner, in accordance with the HFS *Hasaamac* (Crab) Harvesting Agreement, all applicable laws, and in accordance with generally applicable industry standards for the provision of similar services;
 - 8.1.4 The vessel and the gear to be used to harvest *hasaamac* (crab) are identified in accordance with the HFS *Hasaamac* (Crab) Harvesting Agreement, and are and will be kept in good working order, condition, and repair throughout the term of the HFS *Hasaamac* (Crab) Harvesting Agreement, at the Harvester's sole cost and expense;
 - 8.1.5 The Harvester must ensure that all persons employed or retained to harvest the Harvester Allotment must have a *T'aaq-wiihak* Card in Good Standing; and
 - 8.1.6 The Harvester is responsible for ensuring that all persons employed or retained to harvest the Harvester Allotment are properly trained, instructed, supervised, and authorized pursuant to the terms and conditions of the HFS *Hasaamac* (Crab)

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Harvesting Agreement and all applicable laws, bylaws, standards, codes and best practices.

- 8.2 The Harvester will comply with regular in-season communication as required by the HFS and will provide the HFS with contact information (phone, satellite phone, email) that is valid and functioning for the time when the Harvester will be harvesting.
- 8.3 The Harvester will have an electronic monitoring (EM) system installed on their vessel throughout the term of the HFS *Hasaamac* (Crab) Harvesting Agreement.²
- 8.4 The Harvester will harvest *hasaamac* (crab) by trap, utilizing the traps in the Harvester Allotment and in accordance with the following:
- 8.4.1 Conditions of *hasaamac* (crab) harvest, imposed by the HFS and the Five Nations as identified in Ha'oom Fisheries Notices and the Rights and Responsibilities Agreement. Conditions of licence and/or harvest include but are not limited to area and time limitations, trap, gear and vessel specifications, monitoring requirements, haul frequency, *hasaamac* (crab) biology specifications, and reporting requirements.
- 8.5 Each Harvester must have a Harvest Logbook for the allotted *hasaamac* (crab) trap(s) used or possessed in or on the water.
- 8.6 Each trap used for the directed harvest of *hasaamac* (crab) within the Five Nations' *hasaamac* (crab) fishery shall, in addition to having the *hasaamac* (crab) endorsement number permanently attached, also have firmly affixed thereto a current trap tag issued annually by Pacific Coast Fishery Service. Each such tag shall be made of durable plastic or material similarly durable and shall have printed thereon the Harvester's endorsement number.
- 8.7 The number of trap tags issued to each Harvester shall not exceed the number of trap certificates held by the Harvester at the time of issuance.
- 8.8 Traps with tags which are not firmly affixed by nails, staples, or otherwise securely fastened shall be considered untagged for enforcement purposes.
- 8.9 Lost or damaged tags may be replaced by contacting Pacific Coast Fishery Service by email, phone, or in person. Damaged tags must be returned to Pacific Coast Fishery Service.

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² Note that the monitoring system currently in place for the Five Nations' fisheries is still under negotiation between the Five Nations and DFO.

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- 8.10 The Harvester must comply with all monitoring requirements as stipulated in the HFS *Hasaamac* (Crab) Harvesting Agreement, which includes the use of the required monitoring system and submission of Harvester Logbooks at a regular frequency.
- 8.11 The Harvester will maintain all accounts and records, including, without limitation, all fish slips and records required by law.
- 8.12 Each Harvester must provide the HFS with active hauling records every three months throughout the term of the HFS *Hasaamac* (Crab) Harvesting Agreement.
- 8.13 The Harvester can sell *hasaamac* (crab) harvested pursuant to and in compliance with the terms and conditions of the HFS *Hasaamac* (Crab) Harvesting Agreement and applicable licences, authorizations, and laws.
- 8.14 The Harvester is solely responsible for paying all costs and expenses in relation to the performance of the services, including, without limitation, crew costs (including wages, benefits, WorkSafe BC dues and insurance fees, and payroll taxes), fuel, gear, tools, equipment, boat and boat expenses, and all other expenses required to be paid by law or under the HFS *Hasaamac* (Crab) Harvesting Agreement.

9 HASAAMAC (CRAB) TRAP TRANSFER

- 9.1 The Harvester cannot assign or transfer their Harvester Allotment or otherwise dispose of all or any parts of their benefits, rights, or obligations under the HFS *Hasaamac* (Crab) Harvesting Agreement without the express prior written consent of the HFS.

10 HASAAMAC (CRAB) TRAP REALLOCATION

- 10.1 After initial issuance, if the Harvester is not able to harvest their trap allotments during the *Hasaamac* (Crab) Season, they must notify the HFS immediately, and the trap allotments may be reallocated to other interested Eligible Individuals.
- 10.2 If traps are not effectively in use for a period of greater than three (3) months, unused trap allotments will be assessed by the HFS staff and may be reallocated to other interested Eligible Individuals by the HFS before the term of the *Hasaamac* (Crab) Season expires.
- 10.3 If the HFS decides to reallocate unused trap allotments, HFS fisheries coordinators must notify the Harvester via email, phone, or mail fifteen (15) business days before the decision takes effect to allow the Harvester to explain the reason(s) the traps are not effectively in use. After fifteen (15) business days, the HFS will decide whether the Harvester's unused trap allotments will be reallocated to other interested Eligible Individuals.
- 10.4 If the HFS decides to reallocate the Harvester's unused trap allotments, the HFS will have two (2) business days upon the decision to notify the HFS fisheries coordinator via email,

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phone, or mail. Upon notification from the HFS, the HFS fisheries coordinator will notify the Eligible Individual within two (2) business days.

11 HARVESTER ALLOTMENT LEASING

- 11.1 The Harvester cannot lease their Harvester Allotment. The leasing of *hasaamac* (crab) trap(s) or the corresponding trap tags is prohibited.

12 HASAAMAC (CRAB) ACCESS APPLICATION RENEWAL PROCESS

- 12.1 The Harvester may request renewal of their Harvester Allotment or a portion thereof for the following *Hasaamac* (Crab) Season (Renewal Request).
- 12.2 The Harvester must have their *T'aaq-wiihak* Card in Good Standing to submit a Renewal Request.
- 12.3 The Harvester must submit the Renewal Request to the HFS by February 1, preceding the upcoming *Hasaamac* (Crab) Season or such other date as set and communicated to the Harvester by the HFS.
- 12.4 The Harvester may submit the Renewal Request by going to the HFS in person or by sending the Renewal Request to the HFS by email or mail.
- 12.5 Fully completed and submitted Renewal Requests, as per section 12.4, will be reviewed by the HFS within twenty-five (25) business days upon receipt.
- 12.6 When reviewing the Renewal Request, the HFS will consider the following:
- 12.6.1 Any changes in the *Hasaamac* (Crab) Access from DFO;
 - 12.6.2 The number of *Hasaamac* (Crab) Access applications for the upcoming *Hasaamac* (Crab) Season, harvest conditions, direction from the Five Nations, or other factors that may affect Distribution at the discretion of the HFS and the Five Nations;
 - 12.6.3 Compliance by the Harvester with the terms and conditions of their HFS *Hasaamac* (Crab) Harvesting Agreement;
 - 12.6.4 Recognition of the Long-Term Portion as per section 7.1.
- 12.7 The HFS Board of Directors will have twenty-five (25) business days upon receipt of the Renewal Request application to notify the HFS fisheries coordinator whether and how much of the Renewal Request to grant to the Harvester. The HFS Board of Directors can notify the HFS fisheries coordinator via email, phone, mail, or in person. If the HFS fisheries coordinator does not receive a response from the HFS Board of Directors after twenty-five (25) business days, the HFS fisheries coordinator will review and decide whether and how much of the Renewal Request to grant to the Harvester, as per section 12.6.

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- 12.8 After the HFS fisheries coordinator receives a decision from the HFS or twenty-five (25) business days have passed as per section 12.7, the HFS fisheries coordinator will notify the Harvester within two (2) business days:
- 12.8.1 If *hasaamac* (crab) trap(s) have been approved, the HFS fisheries coordinator will provide a new HFS *Hasaamac* (Crab) Harvesting Agreement to the Harvester within two (2) business days; or
- 12.8.2 If *hasaamac* (crab) trap(s) have been denied, the Harvester who is denied renewal of *hasaamac* (crab) trap(s) can contact the HFS fisheries coordinator directly for the rationale for their denial. The Harvester may submit a new *Hasaamac* (Crab) Access application at their earliest convenience as per sections 6.3 to 6.6.
- 12.9 Both the HFS and the Harvester who has been renewed a number of *hasaamac* (crab) traps must sign a new HFS *Hasaamac* (Crab) Harvesting Agreement to allow the Harvester to start harvesting *hasaamac* (crab) for the following *Hasaamac* (Crab) Season.
- 12.10 Any Party (the HFS or the Harvester) may terminate the HFS *Hasaamac* (Crab) Harvesting Agreement, at their sole discretion, at any time.

13 HASAAMAC (CRAB) ACCESS REVOCATION PROCEDURE

- 13.1 Contravention or non-compliance by the Harvester with any term or condition of their HFS *Hasaamac* (Crab) Harvesting Agreement is cause for immediate termination of the Agreement by the HFS.
- 13.2 The *Ha'wiih* retain the authority to revoke a Harvester Allotment at any time, without notice, for a breach of the HFS Requirements and Responsibilities Agreement or other actions contrary to the authority and direction of the *Ha'wiih*.
- 13.3 The respective Nation must notify the HFS via email to info@haoom.ca if a Harvester Allotment has been revoked. The HFS fisheries coordinator will suspend the Harvester's *Hasaamac* (Crab) Access in the Five Nations' *hasaamac* (crab) fishery immediately upon receiving notification from the respective Nation.
- 13.4 The revocation notice from the respective Nation must include the length of time (i.e., permanent, one season, one month, etc.) and species for which the Harvester has lost their Harvester Allotment.
- 13.5 The HFS fisheries coordinator will notify the Harvester of the revocation within one (1) business day via email or phone. The HFS fisheries coordinator will not provide a justification for the revocation. If no information on the length of time is provided as per section 13.4, the HFS fisheries coordinator will revoke the Harvester Allotment for all the ongoing *Hasaamac* (Crab) Season until such time as a written notice to the contrary is received by the HFS via email to info@haoom.ca from the respective Nation.

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- 13.6 The Harvester whose Harvester Allotment has been revoked will be encouraged to contact their Nation directly for the rationale for the revocation or any conditions required to reverse the revocation.
- 13.7 The Eligible Individual may submit another *Hasaamac* (Crab) Access application as per sections 6.3 to 6.6 after they have addressed the rationale or conditions from their respective Nation as per section 13.6. The *Hasaamac* (Crab) Access application will be processed as per sections 6.8 to 6.12.
- 14 TRANSFER TO ANOTHER NATION**
- 14.1 Harvesters that transfer their Band registration must notify the HFS by phone, mail, or email at info@haoom.ca within 24 hours, and:
- 14.1.1 If they transfer to a Nation within the Five Nations, the transfer will not affect their HFS *Hasaamac* (Crab) Harvesting Agreement, and they can continue to harvest their Harvester Allotment; or
- 14.1.2 If they transfer to a Nation outside of the Five Nations, their Harvester Allotment will be revoked as per section 13.1.
- 14.2 If the HFS is notified that a Harvester has transferred their Band membership to a Nation outside of the Five Nations, they will contact that Harvester and their Harvester Allotment will be immediately revoked until the HFS fisheries coordinator receives proof from the individual that they are a Member of one of the Five Nations.
- 15 OOMAS**
- 15.1 At this time, there are no *oomas* (tribute/tax) for harvesting (and selling) *hasaamac* (crab) under the Five Nations' *hasaamac* (crab) fishery. The Five Nations or the HFS may require *oomas* in the future.
- 16 DATABASE AND DATA MANAGEMENT**
- 16.1 The HFS will store the *Hasaamac* (Crab) Access applications received for three (3) years, after which time they will be destroyed in compliance with the privacy laws of British Columbia. This is done so as to allow for comparisons over time to assess fisher willingness to improve upon areas of deficiency (if appropriate).
- 16.2 The HFS may use email addresses and/or phone numbers provided on the *Hasaamac* (Crab) Access application to correspond with people regarding their *Hasaamac* (Crab) Access application or to share information on the Five Nations' *hasaamac* (crab) fishery.
- 16.3 The HFS will not share information provided on the *Hasaamac* (Crab) Access Application with outside parties without the consent of the Eligible Individual that completed the application.

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- 16.4 The HFS uses a third party (MailChimp) to provide email list hosting and management services. MailChimp collects and stores personally identifiable information, including but not limited to email addresses and names. MailChimp also collects information about emails that are opened and links that are clicked. The HFS may use this information to provide and improve email content.
- 16.5 The HFS protects applicants' information consistent with the privacy laws of British Columbia and uses reasonable security measures, taking into account the types of information collected and stored, and the types of risks faced.
- 16.6 The HFS will only collect, use, and disclose personal information for the purpose for which it was obtained and will not release the information to a third party without the express written consent of the individual (unless required by provincial and/or federal legislation).

17 LIABILITY

- 17.1 When harvesting or selling *hasaamac* (crab) under the HFS *Hasaamac* (Crab) Harvesting Agreement, the Harvester is not performing as an employee or agent of the HFS or of the Five Nations. The HFS *Hasaamac* (Crab) Harvesting Agreement shall not be deemed to create the relationship of employer and employee between the HFS and the Harvester.
- 17.2 The Harvester, at their own expense, and at all times indemnifies and saves harmless the HFS and the Five Nations, their traditional and elected leadership, members, officers, employees, members or agents from and against all claims, demands, losses, costs, damages, actions, suits, fees, or other proceedings by whomsoever made, brought, or prosecuted, in any manner by reason of anything done or omitted to be done by the Harvester, their officers, employees, crew, agents, subconsultants, invitees, or any person for whom the Harvester is responsible.
- 17.3 The Harvester assumes all risks associated with harvesting and selling *hasaamac* (crab) under the Five Nations' *hasaamac* (crab) fishery and hereby releases the HFS and the Five Nations, their traditional and elected leadership, members, officers, employees, members or agents from any claims, demands, losses, costs, damages in any way related to the death or injury to the Harvester, their employees, crew, agents or subcontractors, or for damage, destruction or loss to equipment or other materials of the Harvester in the course of the harvesting and selling *hasaamac* (crab) or otherwise arising out of the HFS *Hasaamac* (Crab) Harvesting Agreement. The Harvester indemnifies and saves harmless the HFS and the Five Nations, their traditional and elected leadership, members, officers, employees, members or agents from and against all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Harvester, and in respect of all costs, expenses, and liabilities incurred in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining to them, and in respect of any loss, costs, expense, or damage suffered or incurred by arising from any breach by the Harvester of any of their covenants and obligations under the HFS *Hasaamac* (Crab) Harvesting Agreement.

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- 17.4 In the event of an accident, injury compliance incident or other incident occurring in connection with the harvesting of *hasaamac* (crab) for the Five Nations' *hasaamac* (crab) fishery, the Harvester must notify the HFS without delay.
- 17.5 The Harvester is responsible for taxes, Canada Pension Plan contributions, Employment Insurance deductions, WorkSafe BC premiums, assessments and penalties, goods and services and sales taxes, and any other deductions required by applicable provincial or federal statutes for the Harvester and any of their employees.
- 17.6 HFS is not responsible for maintaining for the Harvester during the term of the HFS *Hasaamac* (Crab) Harvesting Agreement adequate insurance policies for public liability, commercial general liability, property damage against all risks and perils, and professional liability against claims for personal injury, death, or property damage howsoever arising out of the performance of the services, in amounts a prudent contractor for the provision of similar services would obtain and maintain from time to time. The Harvester will not do anything, or fail to do anything, that will cause any insurance policies to be invalidated or cancelled.
- 17.7 DFO is responsible for enforcing its fisheries agreements.
- 17.8 Harvesters are responsible for adhering to terms and conditions set out in the *Hasaamac* (Crab) Harvesting Agreement or risk sanction or legal liability.
- 17.9 Canada and British Columbia are wholly responsible for enforcing their own laws, regulations, and policies.
- 18 AMENDMENTS**
- 18.1 This policy may be amended at any time by a consensus of the Ha'oom Policies and Procedures Committee and/or the HFS Board of Directors.