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**CANADA/BRITISH COLUMBIA MEMORANDUM OF UNDERSTANDING  
ON AQUACULTURE DEVELOPMENT**

THIS AGREEMENT made this 6 day of Sept 1988

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

**OF THE FIRST PART**

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

**OF THE SECOND PART**

WHEREAS Canada and British Columbia wish to establish a mutual agreement to advance the orderly growth and development of the aquaculture industry in British Columbia;

AND WHEREAS both Canada and British Columbia have substantial interests in the prudent development of an economically sound aquaculture sector and the facilitation of investment therein;

AND WHEREAS both Canada and British Columbia are interested in identifying and clarifying their respective roles in advancement of the aquaculture sector;

THEREFORE, without prejudice to their respective Constitutional powers, the parties hereby agree:

1. Definitions

- 1.1 "aquaculture" means the commercial culture or husbandry of aquatic plants or animals by the private sector, and excludes ocean ranching, spawn-on-kelp, bait-holding, and contracted Salmonid Enhancement Program activities;
- 1.2 "aquaculture facility" means lands or waters where aquaculture is conducted, including the buildings, improvements or fixtures situated thereon, and associated personal property such as ships, barges, tanks, cages or structures, but excludes fish processing facilities;
- 1.3 "plants" and "animals" includes adult forms, seed, eggs, larvae, young or juvenile stages or any parts thereof;
- 1.4 "extension program" means the provision and promotion of technical, marketing, production and business management information, procedures and technologies to and for the benefit of the aquaculture industry; and
- 1.5 "technology transfer" means transmittal and adoption of scientific and production information, procedures and technologies to and for the benefit of the aquaculture industry.

2. Scope

- 2.1 This Agreement extends to the aquatic plants and animals currently, or which may be, husbanded or cultured in British Columbia.
- 2.2. Nothing in the Agreement affects or extends to the terms and conditions of valid Provincial tenure or to applications, policy, procedures, guidelines or legal duties and obligations concerning that tenure. "Provincial Tenure" means the right to occupy Provincial Crown Lands, however conferred, and includes permission conferred by a licence issued under authority of the Land Act.

3. Research and Development

- 3.1 British Columbia and Canada shall facilitate research, development and technology transfer as it relates to aquaculture, in a co-operative manner to ensure that programs are complementary, cost effective and meet the needs of industry. The Management Committee (Schedule A) shall be the forum for co-ordination, co-operation and the identification of priorities.

- 3.2 Canada shall undertake research and development related to the aquaculture industry in British Columbia including conducting research at aquaculture facilities where appropriate. Canada will conduct basic and applied mission-oriented research related to the aquaculture industry. Canada shall communicate research and development results to the aquaculture industry and British Columbia, and shall encourage rapid communication of key results to those parties.
- 3.3 British Columbia will facilitate and encourage the development, provision and delivery of extension programs to the aquaculture industry, and Canada shall co-operate with British Columbia in the provision of those services, and in facilitating technology transfer to the industry.
- 3.4 British Columbia and Canada agree to promote and encourage the aquaculture industry, universities and other agencies to undertake, or focus, activities related to the development, acquisition, application and dissemination of knowledge or technology to maximize the benefit of such activities to the aquaculture industry.

4. Education and Training

- 4.1 British Columbia will facilitate and encourage the development, provision and delivery of educational and on-the-job programs that will provide academic, technical and safety training for the aquaculture industry.
- 4.2 Canada will encourage the training of graduate students, post-doctoral fellows, technical or industry personnel in its research facilities and in other institutions.

5. Administration of Aquaculture

5.1 Licensing and Regulation: Provincial

- 5.1.1 British Columbia may issue licences to carry out aquaculture operations in the Province of British Columbia.
- 5.1.2 The Ministry of Agriculture and Fisheries will act as Provincial lead agency in dealing with Canada. However, any ministry of the Provincial Government may be responsible for exercising its powers and regulations herein referred to, and may deal directly with Canada.
- 5.1.3 British Columbia, in establishing regulations and policies for the aquaculture industry, may address, among others, the following concerns:
- (a) development and management of the aquaculture industry in the Province;
  - (b) establishment of categories of aquaculture licences and the terms and conditions of each;
  - (c) exemption of persons, classes of persons, types of aquaculture or activities from provincial regulations;

- (d) fees or royalties in regard to licensing aquaculture operations;
- (e) prescription of forms or applications for aquaculture licences and for approvals to transport and transfer aquatic plants and animals within British Columbia;
- (f) size, spacing, density and location of aquaculture facilities and the use, content and enforcement of site-development plans;
- (g) number of aquaculture licences that may be held by one person;
- (h) marking and identification of aquaculture sites and structures for purposes other than the protection of navigation;
- (i) reporting requirements, records and documents, and fees in respect thereof;
- (j) performance standards for aquaculture facilities;
- (k) qualifications or financial standards for aquaculture facilities;
- (l) protection of the confidentiality of information required from licencees and applicants;
- (m) methods of handling, buying, selling, holding and possession, offering or advertising for sale or maintaining the quality of aquatic plants or animals within the province;
- (n) approved methods of harvesting in an aquaculture facility and prohibitions of such harvesting without the consent of the licencee;
- (o) standards relative to the design, layout, construction materials and equipment of aquaculture facilities.

5.1.4 In undertaking the above, British Columbia recognizes the need for orderly and responsible growth and development of aquaculture and agrees to consult with Canada to develop criteria and standards that recognize the possible impacts of aquaculture and to minimize adverse affects of aquaculture on fish health, fish stocks, fish habitat and fishing activities.

5.1.5 All aquaculture licence applications in British Columbia shall be referred to Canada for comment prior to establishing the conditions of licences.

## 5.2. Regulation: Federal

5.2.1 The Department of Fisheries and Oceans will act as lead federal agency for aquaculture in British Columbia. However, any federal department of the Government of Canada may be responsible for exercising its powers and regulations herein referred to, and may deal directly with British Columbia in that regard.

- 5.2.2 Leases issued by Canada over Federal properties shall continue to be administered by Canada.
- 5.2.3. The Fish Health Protection Regulations and related instruments under the Fisheries Act shall apply to all stocks in aquaculture facilities.
- 5.2.4 Canada may enact regulations for conservation and protection of wildstocks and fish habitat with respect to aquaculture.
- 5.2.5 Canada will continue to facilitate the provision of approvals under the Navigable Waters Protection Act of aquaculture facilities to ensure that other waterway users have equitable access and that marine navigational rights of passage are respected.
- 5.2.6 For federally regulated species, Canada is responsible for issuing permits for collecting wild broodstock for aquaculture including eggs, milt, spawn, larvae, juveniles and adults.
- 5.2.7 Canada undertakes to carry out or cause to be carried out sanitary shellfish water quality surveys, paralytic shellfish poison surveys, and product and other certification programs in accordance with all shellfish export requirements.

### 5.3 Co-ordination

- 5.3.1 Upon execution of this Agreement, Canada shall advise holders of existing licences, issued by Canada, to apply for a licence issued by British Columbia. In replacing the licences formerly issued by Canada, British Columbia will undertake to honour the general purposes and conditions of those licences.
- 5.3.2 Canada and British Columbia will develop mutually acceptable aquaculture referral processes that consider fish health, fish habitat and fish harvesting concerns.
- 5.3.3 British Columbia and Canada will consult in exercising existing and in establishing new regulations and policies for the aquaculture industry and may address, among others, the following concerns:
  - a) the introduction into the province and transfer and transport within the province between aquaculture facilities and to processing plants within the province, of aquatic plants and animals including conducting environmental assessment relative to such activities;
  - b) isolation and quarantining of aquatic plants and animals, and where diseased or infested with harmful lifeforms, disposal or destruction of such plants and animals, and disinfection or disposition of equipment related to such plants and animals;
  - c) standards relative to construction and operation of aquaculture facilities, and methods of handling, storage and use of chemicals, fertilizers, vaccines, feeds and other substances used in the conduct of aquaculture; and

d) in conjunction with the aquaculture industry, development of product quality standards.

- 5.3.4 Canada agrees to provide, where possible, both general and site-specific information necessary to identify critical fish habitats, stocks and related matters to enable British Columbia to develop policies and programs that minimize the possibility of adverse impacts from aquaculture.
- 5.3.5 Canada and British Columbia will consult on the development of policy regarding international and interprovincial importations of aquatic plants or animals or intra-provincial movements which would expose a watershed or marine area, all or part of which, is included in British Columbia, to the introduction of exotic species, diseases and pests.
- 5.3.6 Canada and British Columbia will, through the Federal-Provincial Transplant Committee, review, approve or reject applications for the introduction, transport and transfer of aquatic plants and animals into and within British Columbia.
- 5.3.7 Canada and British Columbia will establish mechanisms for on-going dialogue with the aquaculture industry, in a form and with terms of reference as agreed to by the Management Committee.

#### 5.4 Dispute Resolution

- 5.4.1 In the event of a dispute between Canada and British Columbia over a substantive question affecting matters referred to in this agreement it shall be referred to the Management Committee. Where the Management Committee is unable to resolve the dispute, it shall be referred to the Deputy Minister of Fisheries and Oceans for Canada and the Deputy Minister of Agriculture and Fisheries for British Columbia who shall diligently attempt to resolve the dispute as quickly as possible and in accordance with the intent of this Agreement.
- 5.4.2 Where a court of competent jurisdiction finds a particular regulation to be ultra vires the powers of Canada or British Columbia and neither government intends to appeal the decision or the appeal process has been exhausted, the government that has jurisdiction for the matter shall consider forthwith the passing of substantially similar regulations to replace the ones declared ultra vires by the Court.
- 5.4.3 Notwithstanding anything in this Agreement, Canada or British Columbia may take measures deemed necessary to protect matters within its jurisdiction.

#### 5.5 Compliance and Inspection

- 5.5.1 Canada and British Columbia shall conduct periodic inspections of aquaculture facilities to determine compliance with their respective Acts, regulations and guidelines and will provide the other with results relevant to their mandate of those inspections. Nothing in this Agreement shall affect

the duties of the parties with regard to fish plant inspections.

- 5.5.2 Canada will consult with British Columbia concerning appointment, as agents for fish health protection purposes, of qualified persons recommended by British Columbia. British Columbia shall have a role in the detection, prevention, control and eradication of fish diseases in British Columbia.
- 5.5.3 Canada and British Columbia in accordance with their respective environmental and fish habitat protection mandates, shall from time to time, monitor waste accumulations from aquaculture operations and the effects thereof, and share this information with each other.
- 5.5.4 (a) Canada will exercise its responsibilities to monitor aquaculture products destined for human consumption for antibiotic residues, toxic materials and other additives or contaminants likely to pose a hazard to human health;
- (b) Canada will exercise its responsibilities to specify quality or grade standards for interprovincial and international trade and inspect for compliance; and
- (c) British Columbia will exercise its responsibilities to license and inspect facilities buying, vending and processing aquaculture products for intraprovincial trade.
- 5.5.5 Nothing in the above shall affect the existing arrangements regarding the enforcement of the international agreement on molluscs, and Canada will continue to exercise control over exportation of molluscs.
- 5.5.6 Canada and British Columbia shall consult to establish effective procedures for inspection and enforcement.

6. Feed for Aquaculture

- 6.1. In developing and implementing policies to optimize the allocation, harvest and utilization of fish stocks and fish offal, Canada agrees to take into consideration fish feed requirements of the British Columbia aquaculture industry.

7. Egg Supply

- 7.1 Canada and British Columbia will negotiate annually the quantity of salmon eggs to be made available to the aquaculture industry.
- 7.2 Within the constraints of salmon conservation and stock rebuilding, Canada will make available small quantities of genetic material from wild salmon stocks to facilitate aquaculture broodstock development.

8. Therapeutants and Vaccines

- 8.1 Therapeutic drugs used in aquaculture shall be regulated by Health and Welfare Canada. Vaccines used in aquaculture shall be regulated by

Agriculture Canada. Canada agrees to facilitate research, development and testing in these areas.

9. Statistics

- 9.1 Aquaculture products statistics shall be collected as specified in the existing Canada-British Columbia Letter of Agreement on Co-operative Collection and Analysis of Processed Fish Statistics.
- 9.2 British Columbia shall collect annually, in a mutually agreed form, data from aquaculture facilities relevant to production, distribution and sales. It shall provide the data to Canada.
- 9.3 Canada shall collect annually, in a mutually agreed form, data on aquaculture imports and exports.
- 9.4 Canada shall compile provincial statistics on aquaculture and publish them annually in a national report together with its own statistics.
- 9.5 To facilitate the exchange and supply of cultivated stock, Canada shall develop and maintain a National Registry of important aquaculture stocks. Canada shall make available to British Columbia information concerning those stocks, whether or not indigenous to British Columbia, including information about each stock's performance characteristics, ancestry and related facts.
- 9.6 Canada shall maintain Pacific and National Registries of fish diseases and a data centre for the documentation and dissemination of information pertaining to fish diseases in Canada.

10. Management and Implementation

- 10.1 There shall be a Management Committee whose structure and functions are as set out in Schedule A.
- 10.2 The Director General, Pacific Region, Department of Fisheries and Oceans, shall represent Canada for the implementation of this Agreement on behalf of Canada, and shall be Co-Chairman of the Management Committee.
- 10.3 The Deputy Minister, Ministry of Agriculture and Fisheries, or designate, shall represent British Columbia for the implementation of this Agreement on behalf of British Columbia and shall be Co-Chairman of the Management Committee.
- 10.4 Implementation of this Agreement will be coordinated with other Canada-British Columbia agreements administered by the Department of Fisheries and Oceans.
- 10.5 The parties agree that they shall use their best efforts to achieve expeditious alteration of legislation or administrative policies that may impede the implementation of this Agreement.
- 10.6 The Management Committee will meet semi-annually to review implementation of this Agreement and will consult as necessary to ensure its effective operation.



10.7 The parties will use their best efforts to ensure implementation of the intent of this Agreement in fostering growth and development of aquaculture in British Columbia.

11. National Co-ordination

11.1 The parties will co-operate with other provinces, if possible, through national meetings or other arrangements, for the putting in place of plans and projects aimed at developing aquaculture and at promoting a co-ordinated and joint approach to the development of aquaculture and the marketing of its products.

12. Amendments to Agreement

12.1 This Agreement may be amended at any time on mutual accord.

12.2 A notice of proposal to amend the Agreement by one party shall be submitted in writing to the other party, which shall respond within three (3) months. Failure to respond within three (3) months shall be deemed to be rejection of the amendment proposal.

13. Coming into Force

13.1 This Agreement shall come into force on signing.

14. Termination

14.1 The present Agreement may be terminated on one year's written notice by either party.

14.2 Licences issued during this Agreement remain valid for one year, or until their date of expiry, whichever comes first, notwithstanding that the Agreement may be terminated during this period.

SIGNED IN THE PRESENCE OF:

GOVERNMENT OF CANADA

"Original signed by the  
Honourable Tom Siddon"

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Witness

\_\_\_\_\_  
Minister of Fisheries and Oceans

GOVERNMENT OF BRITISH COLUMBIA

"Original signed by the  
Honourable John Savage"

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Witness

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Minister of Agriculture and Fisheries

SCHEDULE A

MANAGEMENT COMMITTEE

The Management Committee shall be comprised of equal numbers of federal and provincial members. It shall have a least 4 members. It shall meet not less than semi-annually.

The Management Committee shall

- function as a co-ordination and liaison mechanism to implement this Agreement;
- identify priorities, timing, sequence and funding for activities of joint interest;
- co-ordinate and consult with industry and other interested groups including non-government or international organizations;
- strike and co-ordinate subordinate committees or task groups as necessary to perform its duties;
- identify research priorities and encourage timely communication of key research results to the industry;
- develop terms of reference to establish and maintain a direct communications link with industry; and
- function in resolving disputes arising between Canada and British Columbia.