

**TREATY BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING PACIFIC SALMON**

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The Government of the United States of America and the Government of Canada,

Considering the interests of both Parties in the conservation and rational management of Pacific salmon stocks and in the promotion of optimum production of such stocks;

Recognizing that States in whose waters salmon stocks originate have the primary interest in and responsibility for such stocks;

Recognizing that salmon originating in the waters of each Party are intercepted in substantial numbers by the nationals and vessels of the other Party, and that the management of stocks subject to interception is a matter of common concern;

Desiring to cooperate in the management, research and enhancement of Pacific salmon stocks;

Have agreed as follows:

Article I: Definitions

As used in this Treaty,

1. "enhancement" means man-made improvements to natural habitats or application of artificial fish culture technology that will lead to the increase of salmon stocks;
2. "fishery" means the activity of harvesting or seeking to harvest salmon;
3. "fishery regimes" means the fishing limitations and arrangements adopted by the Parties pursuant to Article IV, paragraph 6.
4. "interception" means the harvesting of salmon originating in the waters of one Party by a fishery of the other Party;
5. "overfishing" means fishing patterns which result in escapements significantly less than those required to produce maximum sustainable yields;
6. "stocks subject to this Treaty" means Pacific salmon stocks which originate in the waters of one Party and
 - (a) are subject to interception by the other Party;
 - (b) affect the management of stocks of the other Party; or
 - (c) affect biologically the stocks of the other Party; and
7. "transboundary river" means a river that rises in Canada and flows to the sea through the United States.

Article II: Commissions and Panels

1. The Parties shall establish a Pacific Salmon Commission, hereinafter referred to as "the Commission" to be composed of two national sections, a Canadian Section and a United States Section.
2. The Commission shall have legal personality and shall enjoy in its relations with other organizations and in the territories of the Parties such legal capacity as may be necessary to perform its functions and achieve its ends. The immunities and privileges which the Commission and its officers shall enjoy in the territory of a Party shall be subject to agreement between the Commission and the Party concerned.
3. The Commission shall consist of not more than eight Commissioners, of whom not more than four shall be appointed by each Party. Each Party may also appoint not more than four alternate Commissioners, to serve in the absence of any Commissioner appointed by that Party.
4. The Commissioners and alternate Commissioners shall hold office at the pleasure of the Party by which they were appointed.
5. At the first meeting of the Commission one section shall select from its members a Commission Chairman, and the other section shall select from its members a Vice-Chairman, each of whom shall hold office for the calendar year in which the Treaty enters into force and for such portion of the subsequent year as the Commission may determine. Thereafter the Chairman and Vice-Chairman shall hold office for a term of twelve months and shall be selected by their respective sections. The section which selects the first Chairman shall be determined by lot and thereafter the offices of the Chairman and Vice-Chairman shall alternate between the sections. If either officer becomes vacant before the end of a term, the appropriate section shall select a replacement for the remainder of the term.
6. Each section shall have one vote in the Commission. A decision or recommendation of the Commission shall be made only with the approval of both sections.
7. Subject to the approval of the Parties, the Commission shall make such by-laws and procedural rules, for itself, for the Panels established pursuant to paragraph 18, and for the committees established pursuant to paragraph 17, as may be necessary for the exercise of their functions and the conduct of their meetings.

8. The Commission may make recommendations to or advise the Parties on any matter relating to the Treaty.
9. Unless otherwise agreed by the Parties, the seat of the Commission shall be at New Westminster, British Columbia.
10. The Commission shall hold an annual meeting and may hold other meetings at the request of the Chairman or of either Party. The Chairman shall notify the Commissioners of the time and place of meetings. Meetings may be held at the seat of the Commission or at such other place as may be determined in accordance with the by-laws and procedural rules of the Commission.
11. Each Party shall pay the expenses of its own section.
12. The Commission shall prepare an annual budget of joint expenses and submit it to the Parties for approval. The Parties shall bear the costs of the budget in equal shares unless otherwise agreed, and shall pay their shares as the by-laws may specify after the budget has been approved by both Parties.
13. The Commission shall authorize the disbursement of funds contributed by the Parties pursuant to paragraph 12, and may enter into contracts and acquire property necessary for the performance of its functions.
14. The Commission shall submit to the Parties an annual report on its activities and an annual financial statement.
15. The Commission shall appoint an Executive Secretary, who, subject to the supervision of the Commission, shall be responsible for the general administration of the Commission.
16. The Commission may engage staff or authorize the Executive Secretary to do so. The Executive Secretary shall have full authority over the staff subject to the direction of the Commission. If the office of the Executive Secretary is vacant the Commission shall determine who shall exercise that authority.
17. The Commission shall establish a Committee on Research and Statistics and a Committee on Finance and Administration. The Commission may eliminate or establish committees as appropriate.
18. The Commission shall establish Panels as specified in Annex I. The Commission may recommend to the Parties the elimination or establishment of Panels as appropriate.
19. The Panels shall provide information and make recommendations to the Commission with respect to the functions of the Commission and carry out such other functions as the Treaty may specify or as the Commission may direct.
20. In cases where fisheries intercept stocks for which more than one Panel is responsible, the appropriate Panels shall meet jointly to carry out the functions specified in paragraph 19. If the Panels cannot agree, each may make an independent report to the Commission.

21. Each Panel shall consist of not more than six members from each Party. Each Party may designate alternate Panel members to serve in the absence of any Panel member appointed by that Party.
22. Except as otherwise provided in the Treaty, paragraphs 4, 5, 6, 10 and 11 apply, *mutatis mutandis*, to each Panel.

Article III: Principles

1. With respect to stocks subject to this Treaty, each Party shall conduct its fisheries and its salmon enhancement programs so as to:
 - (a) prevent overfishing and provide for optimum production; and
 - (b) provide for each Party to receive benefits equivalent to the production of salmon originating in its waters.
2. In fulfilling their obligations pursuant to paragraph 1, the Parties shall cooperate in management, research and enhancement.
3. In fulfilling their obligations pursuant to paragraph 1, the Parties shall take into account:
 - (a) the desirability in most cases of reducing interceptions; and
 - (b) the desirability in most cases of avoiding undue disruption of existing fisheries; and
 - (c) annual variations in abundance of the stocks.

Article IV: Conduct of Fisheries

In order to facilitate the implementation of Articles III, VI and VII:

1. Each Party shall submit an annual report on its fishing activities in the previous year to the other Party and to the Commission. The Commission shall forward the reports to the appropriate Panels.
2. The Panels shall consider the reports submitted pursuant to paragraph 1 and shall provide their views to the Commission. The Commission shall review the reports of the Panels and shall provide its views to the Parties.
3. Each year the State of origin shall submit preliminary information for the ensuing year to the other Party and to the Commission, including:
 - (a) the estimated size of the run;
 - (b) the interrelationship between stocks;
 - (c) the spawning escapement required;
 - (d) the estimated total allowable catch;
 - (e) its intentions concerning management of fisheries in its own waters;and
 - (f) its domestic allocation objectives whenever appropriate.

The Commission shall forward this information to the appropriate Panels.

4. The Panels shall examine the information submitted pursuant to paragraph 3 and report their views to the Commission with respect to fishery regimes for the following year.
5. The Commission shall review the reports of the Panels and shall recommend fishery regimes to the Parties.
6. On adoption by both Parties, the fishery regimes referred to in paragraph 5 shall be attached to this Treaty as Annex IV.
7. Each Party shall establish and enforce regulations to implement the fishery regimes adopted by the Parties. Each Party, in a manner to be determined by the Commission, shall notify the Commission and other Party of these regulations and shall promptly communicate to the Commission and to the other Party any in-season modification.

Article V: Salmon Enhancement Programs

1. Salmon enhancement programs that may be established by the Parties shall be conducted subject to the provisions of Article III.
2. Each year each Party shall provide to the other Party and to the Commission information pertaining, inter alia, to:
 - (a) operations of and plans for existing projects;
 - (b) plans for new projects; and
 - (c) its views concerning the other Party's salmon enhancement projects.The Commission shall forward this information to the appropriate Panels.
3. The Panels shall examine the information and report their views to the Commission in light of the obligations set forth in Article III.
4. The Commission shall review the reports of the Panels and may make recommendations to the Parties.

Article VI: Fraser River

1. This Article applies to Fraser River sockeye and pink salmon harvested in the area specified in Annex II.
2. Notwithstanding the provisions of Article IV, paragraph 7, on adoption by the Parties of the fishery regime for the stocks covered by this Article, the Fraser River Panel shall propose regulations to the Commission for the harvest of salmon referred to in paragraph 1.
3. The Fraser River Panel shall review with other appropriate Panels the fishery regimes and the information provided pursuant to Article IV, paragraph 3, with respect to salmon other than Fraser River sockeye and pink salmon before proposing regulations pursuant to paragraph 2. The Fraser River Panel and the Commission shall ensure that regulatory proposals and recommendations, to the extent practicable, meet the

requirements of the Parties with respect to the management of stocks other than Fraser River sockeye and pink salmon.

4. In implementing this Article, the Fraser River Panel and the Commission shall take into account and seek consistency with existing aboriginal rights, rights established in existing Indian treaties and domestic allocation objectives.
5. On the basis of the proposals made by the Panel, the Commission shall recommend regulations to the Parties for approval. The Parties shall review the recommendations for, *inter alia*, consistency with domestic legal obligations. The regulations shall become effective upon approval by the Party in whose waters such regulations are applicable.
6. During the fishing season, the Fraser River Panel may make orders for the adjustment of fishing times and areas stipulated in the annual regulations in response to variations in anticipated conditions. The Parties shall review the orders for consistency with domestic legal obligations. The Parties shall give effect to such orders in accordance with their respective laws and procedures.
7. The Parties shall not regulate their fisheries in areas outside the area specified in Annex II in a manner that would prevent achievement of the objectives of the fishery regime for the salmon referred to in paragraph 1.

Article VII: Transboundary Rivers

1. This Article applies to salmon originating in transboundary rivers.
2. Notwithstanding Article IV, paragraph 3(c), whenever salmon originate in the Canadian portion of a transboundary river, the appropriate Panel shall provide its views to the Commission on the spawning escapement to be provided for all the salmon stocks of the river if either section of the Panel so requests.
3. On the basis of the views provided by the Panel pursuant to paragraph 2, the Commission shall recommend spawning escapements to the Parties.
4. Whenever salmon originate in the Canadian portions of transboundary rivers, or would originate there as a result of enhancement projects, salmon enhancement projects on the transboundary river shall be undertaken co-operatively, provided, however, that either Party, with the consent of the Commission, may separately undertake salmon enhancement projects on the transboundary rivers.

Article VIII: Yukon River

1. Notwithstanding Articles III, paragraph 1(b), and VII, arrangements for consultation, recommendation of escapement targets and approval of

enhancement activities on the Yukon River require further development to take into account the unique characteristics of that River.

2. The Parties consider it important to ensure effective conservation of stocks originating in the Yukon River and to explore the development of co-operative research and identification of potential enhancement opportunities.
3. The Parties shall initiate in 1985, and conclude, as soon as possible, negotiations to, inter alia.
 - (a) Account for United States harvests of salmon originating in the Canadian section of the River;
 - (b) develop co-operative management procedures taking into account United States management programs for stocks originating in the United States section of the River;
 - (c) consider co-operative research programs, enhancement opportunities, and exchanges of biological data; and
 - (d) develop an organizational structure to deal with Yukon River issues.
4. Prior to the entry into force of this Treaty, the Parties shall agree upon:
 - (a) the range within which the accounting of United States interceptions referred to in paragraph 3(a) shall be established;
 - (b) arrangements for exchange of available data on the stocks; and
 - (c) proposals for research.

Article IX: Steelhead

In fulfilling their functions, the Panels and Commission shall take into account the conservation of steelhead.

Article X: Research

1. The Parties shall conduct research to investigate the migratory and exploitation patterns, the productivity and the status of stocks of common concern and the extent of interceptions.
2. The Commission may make recommendations to the Parties regarding the conduct and coordination of research.
3. Subject to normal requirements, each Party shall allow nationals, equipment and vessels of the other Party conducting research approved by the Commission to have access to its waters for the purpose of carrying out such research.

Article XI: Domestic Allocation

1. This Treaty shall not be interpreted or applied so as to affect or modify existing aboriginal rights or rights established in existing Indian treaties and other existing federal laws.
2. This Article shall not be interpreted or applied so as to affect or modify any rights or obligations of the Parties pursuant to other Articles and Annexes to this Treaty.

Article XII: Technical Dispute Settlement

1. Either Party may submit to the Chairman of the Commission, for referral to a Technical Dispute Settlement Board, any dispute concerning estimates of the extent of salmon interceptions and data related to questions of overfishing. The Commission may submit other technical matters to the Chairman for referral to a Board. The Board shall be established and shall function in accordance with the provisions of Annex III. The Board shall make findings of fact on the disputes and the other technical matters referred to it.
2. The findings of the Board shall be final and without appeal, except as provided in paragraph 3, and shall be accepted by the Commission as the best scientific information available.
3. Either Party may, by application in writing to the Chairman of the Commission, request reconsideration of a finding of a Board, provided that such request is based on information not previously considered by the Board and not previously known to or reasonable discoverable by the Party requesting such reconsideration. The Chairman shall, if possible, refer the request to the Board which made the finding. Otherwise, the Chairman shall refer the request to a new Board constituted in accordance with the provisions of Annex III.

Article XIII: Annexes

1. All references to this Treaty shall be understood to include the Annexes.
2. The Commission, whenever appropriate, shall review the Annexes and may make recommendations to the Parties for their amendment.
3. The Annexes may be amended by the Parties through an Exchange of Notes between the Government of Canada and the Government of the United States of America.
4. The Commission shall publish the texts of the Annexes whenever amended.

Article XIV: Implementation

Each Party shall:

- (a) enact and enforce such legislation as may be necessary to implement this Treaty;
- (b) require reports from its nationals and vessels of catch, effort and related data for all stocks subject to this Treaty and make such data available to the Commission; and
- (c) exchange fisheries statistics and any other relevant information on a current and regular basis in order to facilitate the implementation of this Treaty.

Article XV: Entry Into Force and Termination of Treaty

1. This Treaty is subject to ratification. It shall enter into force upon the exchange of instruments of ratification at Quebec City, P.Q., Canada, March 17, 1985.
2. At the end of the third year after entry into force and at any time thereafter, either Party may give notice of its intention to terminate this Treaty. The Treaty shall terminate one year after notification.
3. Upon the entry into force of this Treaty, the Convention between Canada and the United States of America for the Protection, Preservation and Extension of the Sockeye Salmon Fishery in the Fraser River System, as amended, signed May 26, 1930, shall be terminated. However, the International Pacific Salmon Fisheries Commission shall continue to function insofar as is necessary to implement Annex IV Chapter 4, paragraph (1) (c). Following the termination of the Convention, the transfer of responsibilities from the International Pacific Salmon Fisheries Commission to the Commission, the Fraser River Panel and the Government of Canada shall be as agreed by the Parties.

Annex I: Panels (amended June 30, 1999; December 4, 2002)

The following panels shall be established pursuant to Article II, paragraph 18:

- (a) a Southern Panel for salmon originating in rivers with mouths situate south of Cape Caution, except as specified in sub-paragraph (b);
- (b) a Fraser River Panel for Fraser River sockeye and pink salmon harvested in the area specified in Annex II; and
- (c) a Northern Panel for salmon originating in rivers with mouths situate between Cape Caution and Cape Suckling.
- (d) a Transboundary Panel for salmon originating in the Alsek, Stikine and Taku River systems.
- (e) a Yukon River Panel for salmon originating in the Yukon River.

Annex II: Fraser Panel Area

The area comprises the waters described in Article I of the Convention between Canada and the United States of America for Protection, Preservation and Extension of the Sockeye Salmon Fishery in the Fraser River System, as amended, signed May 26, 1930, as follows:

1. The territorial waters and the high seas westward from the western coast of Canada and the United States of America and from a direct line drawn from Bonilla Point, Vancouver Island, to the lighthouse on Tatoosh Island, Washington--which line marks the entrance to Juan de Fuca Strait,--and embraced between 48 and 49 degrees north latitude, excepting therefrom, however, all the waters of Barkley Sound, eastward of a straight line drawn from Amphitrite Point to Cape Beale and all the waters of Nitinat Lake and the entrance thereto.
2. The waters included within the following boundaries:
Beginning at Bonilla Point, Vancouver Island, thence along the aforesaid direct line drawn from Bonilla Point to Tatoosh Lighthouse, Washington, described in paragraph numbered 1 of this Article thence to the nearest point of Cape Flattery, thence following the southerly shore of Juan de Fuca Strait to Point Wilson, on Quimper Peninsula, thence in a straight line drawn to Point Partridge on Whidbey Island thence following the western shore of the said Whidbey Island, to the entrance to Deception Pass, thence across said entrance to the southern side of Reservation Bay, on Fidalgo Island, thence following the western and northern shore line of the said Fidalgo Island to Swinomish Slough¹ crossing the said Swinomish Slough, in line with the track of the Great Northern Railway², thence northerly following the shore line of the mainland to Atkinson Point at the northerly entrance to Burrard Inlet, British Columbia, thence in a straight line to the southern end of Bowen Island, thence westerly following the southern shore of Bowen Island to Cape Roger Curtis, thence in a straight line to Gower Point, thence westerly following the shore line to Welcome Point on Sechelt Peninsula, thence in a straight line to Point Young on Lasqueti Island, thence in a straight line to Dorcas Point on Vancouver Island, thence following the eastern and southern shores of the said Vancouver Island, to the starting point at Bonilla Point, as shown on the British Admiralty Chart Number 579, and on the United States Coast and Geodetic Survey Chart Number 6300, as corrected to March 14, 1930, copies of which are annexed to this Convention and made a part thereof.
3. The Fraser River and the streams and lakes tributary thereto.

1 Swinomish Slough is now know as Swinomish Channel.

2 The Great Northern Railway has changed its name to Burlington Northern Railway.

Annex III: Technical Dispute Settlement Board

1. Each Technical Dispute Settlement Board shall be composed of three members. Within 10 days of receiving a request under Article XII to refer a matter to a Board, the Chairman of the Commission shall notify the Parties. Within 20 days of this notification, each Party shall designate one member and the Parties shall jointly designate a third member, who shall be Chairman of the Board.
2. The Board shall determine its rules of procedure, but the Commission or the Parties may specify the date by which the Board shall report its findings. The Board shall provide an opportunity for each Party to present evidence and arguments, both in writing and, if requested by either Party, in oral hearing. The Board shall report its findings to the Commission, along with a statement of its reasons.
3. Decisions of a Board, including procedural rulings and findings of fact, shall be made by majority vote and shall be final and without appeal except as provided in Article XII, paragraph 3.
4. Remuneration of the members and their expense allowances shall be determined on such basis as the Parties may agree at the time the Board is constituted. The Commission shall provide facilities for the proceedings.

Annex IV: (amended June 30, 1999; December 4, 2002; February 18, 2005, January 1, 2009)

Chapter 1: Transboundary Rivers

The provisions of this Chapter shall apply for the period 2009 through 2018.

1. Recognizing the desirability of accurately determining exploitation rates and spawning escapement requirements of salmon originating in the Transboundary Rivers, the Parties shall maintain a joint Transboundary Technical Committee (the “Committee”) reporting, unless otherwise agreed, to the Transboundary Panel and to the Commission. The Committee shall, *inter alia*:
 - (a) assemble and refine available information on migratory patterns, extent of exploitation and spawning escapement requirements of the stocks;
 - (b) examine past and current management regimes and recommend how they may be better suited to achieving escapement goals;
 - (c) identify existing and/or future enhancement projects that:

- (i) assist the devising of harvest management strategies to increase benefits to fishermen with a view to permitting additional salmon to return to Canadian waters;
- (ii) have an impact on natural transboundary river salmon production.

2. The Parties shall improve procedures for coordinated or cooperative management of the fisheries on transboundary river stocks. To this end, the Parties affirm their intent to continue to implement and refine abundance-based management regimes for Transboundary Chinook in the Taku and Stikine Rivers, sockeye in the Taku and Stikine Rivers, and coho salmon in the Taku River. Further, the Parties affirm their intent to continue to fully develop and implement abundance-based management regimes for Chinook and sockeye in the Alsek River and coho in the Stikine River during the Chapter period.

3. Recognizing the objectives of each Party to have viable fisheries, the Parties agree that the following arrangements shall apply to the United States and Canadian fisheries harvesting salmon stocks originating in the Canadian portion of:

(a) the Stikine River:

(1) Sockeye Salmon:

- (i) Assessment of the annual run of Stikine River sockeye salmon shall be made as follows:
 - a. a pre-season forecast of the Stikine River sockeye run will be made by the Committee prior to April 1 of each year. This forecast may be modified by the Committee prior to the opening of the fishing season;
 - b. in-season estimates of the Stikine River sockeye run and the Total Allowable Catch (TAC) shall be made under the guidelines of an agreed Stikine Management Plan and using a forecast model developed by the Committee. Both U.S. and Canadian fishing patterns shall be based on current weekly estimates of the TAC. At the beginning of the season and up to an agreed date, the weekly estimates of the TAC shall be determined from the pre-season

forecast of the run strength. After that date, the TAC shall be determined from the in-season forecast model;

- c. modifications to the Stikine Management Plan and forecast model may be made prior to June 1 of each year by agreement of both Parties. Failure to reach agreement in modifications shall result in use of the model and parameters used in the previous year;
 - d. estimates of the TAC may be adjusted in-season only by concurrence of both Parties' respective managers. Reasons for such adjustments shall be provided to the Committee.
- (ii) The Parties desire to maximize the harvest of Tahltan/Tuya sockeye salmon in their existing fisheries while considering the conservation needs of wild salmon runs. The Parties agree to manage the returns of Stikine River sockeye to ensure that each country obtains 50% of the TAC in their existing fisheries. Canada will endeavor to harvest all of the fish surplus to escapement and broodstock needs returning to the Tuya and Tahltan Lake systems.
- (iii) During this Chapter period, the Parties will continue to develop and implement joint Stikine enhancement programs designed to produce annually 100,000 returning sockeye salmon. If either Party intentionally departs from this goal, harvest share adjustments will be made as follows:
- a. A Stikine Enhancement Production Plan (SEPP), designed to produce 100,000 returning adult sockeye salmon per year, shall be prepared annually by the Committee by February 1. The SEPP will summarize planned projects for the coming year and expected production from all planned enhancement activities including expected production from site specific egg takes, access improvements, and all other enhancement activities outlined in the annual SEPP. The Committee will use these data to prepare an enhancement production forecast based on the best available information.

- b. The Panel shall review the annual SEPP and make recommendations to the Parties concerning the SEPP by February 28.
 - c. The Committee shall annually review and document joint enhancement projects and activities undertaken by the Parties, including returns, and present the results to the Panel during the annual post season review.
 - d. During 2009 through 2013, the Parties harvest shares will be as per paragraph 3(a)(1)(ii).
 - e. During 2014 through 2018, the Parties performance relative to the SEPP produced 5 years earlier will be evaluated by the Panel. The Panel will make recommendation to the Parties if harvest shares as outlined in paragraph 3(a)(1)(ii) are to be adjusted. A Party's catch share shall be reduced by 1.5 percentage points for each 10,000 lost expected enhanced production if a Party:
 - (i) intentionally did not comply with the SEPP five years earlier; and/or
 - (ii) intentionally affected the ability of the other Party to comply with that SEPP.
 - (iii) If the loss of expected enhanced production is caused by both Parties, penalties will be prorated according to the division of responsibility assessed each Party for the loss.

Catch shares will be adjusted to total 100% of the TAC. Net reductions in the catch share of one Party will be offset by increases in the catch share of the other Party.
 - f. For new enhancement projects, Canada will endeavor to harvest fish surplus to escapement and brood stock needs.
- (iv) Pursuant to this agreement, a directed U.S. subsistence fishery in U.S. portions of the Stikine River will be permitted, with a guideline harvest level of 600 sockeye salmon to be taken between June 19 and July 31. These fish will be part of the

existing U.S. allocation of Stikine River sockeye salmon. For this fishery:

- a. The fishing area will include the main stem of the Stikine River, downstream of the international border, with the exception that fishing at stock assessment sites identified prior to each season is prohibited unless allowed under specific conditions agreed to by both Parties' respective managers.
- b. Catches will be reported weekly, including all incidentally caught fish. All tags recovered shall be submitted to the Alaska Department of Fish and Game.
- c. A written report on the fishery summarizing harvests, fishing effort and other pertinent information requested by the Transboundary Panel will be submitted by the management agency for consideration by the Panel at its annual post season meeting.
- d. Any proposed regulatory changes to the fishery during the remaining years of this annex would need to be reviewed by the bilateral Transboundary panel and approved by the Pacific Salmon Commission.

(2) Coho salmon:

- (i) By 2018, the Parties agree to develop and implement an abundance-based approach to managing coho salmon on the Stikine River. Assessment programs need to be further developed before a biologically based escapement goal can be established. By 2014, the Parties shall review progress on this obligation.
- (ii) In the interim, the United States' management intent is to ensure that sufficient coho salmon enter the Canadian section of the Stikine River to meet the agreed spawning objective, plus an annual Canadian catch of 5,000 coho salmon in a directed coho salmon fishery.
 - a. The catch limit of 5,000 coho salmon specified herein for the Canadian fishery in the Stikine River may be exceeded provided that bilaterally agreed in-season run assessments

indicate that salmon passage into Canada has exceeded or is projected to exceed the specified 5,000 fish Canadian harvest limit plus bilaterally agreed spawning requirements.

- (iii) Pursuant to this agreement, a directed U.S. subsistence fishery in U.S. portions of the Stikine River will be permitted, with a guideline harvest level of 400 coho salmon to be taken between August 1 and October 1. For this fishery:
 - a. The fishing area will include the main stem of the Stikine River, downstream of the international border, with the exception that fishing at stock assessment sites identified prior to each season is prohibited unless allowed under specific conditions agreed to by both Parties' respective managers.
 - b. Catches will be reported weekly, including all incidentally caught fish. All tags recovered shall be submitted to the Alaska Department of Fish and Game.
 - c. A written report on the fishery summarizing harvests, fishing effort and other pertinent information requested by the Transboundary Panel will be submitted by the management agency for consideration by the Panel at its annual post season meeting.
 - d. Any proposed regulatory changes to the fishery during the remaining years of this annex would need to be reviewed by the bilateral TBR Panel and approved by the Pacific Salmon Commission.

(3) Chinook salmon:

- (i) This agreement shall apply to large (greater than 659 mm mid-eye to fork length) Chinook salmon originating in the Stikine River.
- (ii) Both Parties shall take the appropriate management action to ensure that the necessary escapement goals for Chinook salmon bound for the Canadian portions of the Stikine River are achieved. The Parties agree to share in the burden of conservation. Fishing arrangements must take biodiversity and eco-system requirements into account.

- (iii) Consistent with paragraph 2 above, management of directed fisheries will be abundance-based through an approach developed by the Committee. The Parties agree to implement assessment programs in support of the abundance-based management regime.
- (iv) Unless otherwise agreed, directed fisheries on Stikine River Chinook salmon will occur only in the Stikine River drainage in Canada, and in District 108 in the U.S.
- (v) Pursuant to this agreement, a directed U.S. subsistence fishery in U.S. portions of the Stikine River will be permitted, with a guideline harvest level of 125 Chinook salmon to be taken between May 15 and June 20. For this fishery:
 - a. The fishing area will include the main stem of the Stikine River, downstream of the international border, with the exception that fishing at stock assessment sites identified prior to each season is prohibited unless allowed under specific conditions agreed to by both Parties' respective managers.
 - b. Catches will be reported weekly, including all incidentally caught fish. All tags recovered shall be submitted to the Alaska Department of Fish and Game.
 - c. A written report on the fishery summarizing harvests, fishing effort and other pertinent information requested by the Transboundary Panel will be submitted by the management agency for consideration by the Panel at its annual post season meeting.
 - d. Any proposed regulatory changes to the fishery during the remaining years of this annex would need to be reviewed by the bilateral TBR Panel and approved by the Pacific Salmon Commission.
- (vi) Management of Stikine River Chinook salmon will take into account the conservation of specific stocks or conservation units when planning and prosecuting their respective fisheries. To avoid over-harvesting of specific components of the run, weekly guideline harvests or other agreed management

measures will be developed by the Committee by apportioning the allowable harvest of each Party over the total Chinook season based on historical weekly run timing.

- (vii) Commencing 2009, the Parties agree to implement through the Committee an agreed Chinook genetic stock identification (GSI) program to assist the management of Stikine Chinook salmon. The Parties agree to continue the development of joint GSI baselines.
- (viii) The Parties agree to periodically review the above-border Stikine River Chinook salmon spawning escapement goal which will be expressed in terms of large fish (greater than 659 mm mid-eye to fork length).
- (ix) A preseason forecast of the Stikine River Chinook salmon terminal run³ size will be made by the Committee by December 1 of each year.
- (x) Directed fisheries may be implemented based on preseason forecasts only if the preseason forecast terminal run size equals or exceeds the midpoint of the MSY escapement goal range plus the combined Canada, U.S. and test fishery base level catches (BLCs) of Stikine River Chinook salmon. The preseason forecast will only be used for management until inseason projections become available.
- (xi) For the purposes of determining whether to allow directed fisheries using inseason information, such fisheries will not be implemented unless the projected terminal run size exceeds the bilaterally agreed escapement goal point estimate (N_{MSY}) plus the combined Canada, U.S. and test fishery BLCs of Stikine River Chinook salmon. The Committee shall determine when inseason projections can be used for management purposes and shall establish the methodology for inseason projections and update them weekly or at other agreed intervals.
- (xii) The allowable catch (AC) will be calculated as follows:

³ Terminal run = total Stikine Chinook run size minus the US troll catch of Stikine Chinook salmon outside District 108.

Base terminal run (BTR) = escapement target + test fishery
 BLC + U.S. BLC + Cdn BLC

Terminal run – (BTR) = AC

(xiii) BLCs include the following:

- a. U.S. Stikine BLC: 3,400 large Chinook⁴;
- b. Canadian Stikine BLC: 2,300 large Chinook⁵;
- c. Test fishery: 1,400 large Chinook.

(xiv) Harvest sharing and accounting of the AC shall be as follows:

Allowable Catch Range		Allowable Catch Share			
		U.S.		Canada	
Lower	Upper	Lower	Upper	Lower	Upper
0	5,000	0	500	0	4,500
5,001	20,000	501	11,000	4,500	9,000
20,001	30,000	11,001	17,500	9,000	12,500
30,001	50,000	17,501	30,500	12,500	19,500
50,001	100,000	30,501	63,000	19,500	37,000

Within each Allowable Catch Range, each Party’s Allowable Catch Share will be calculated proportional to where the AC occurs within the range.

(xv) The U.S. catch of the Stikine Chinook salmon AC will not count towards the SEAK AABM allocation. In particular:

4 Includes average combined US gillnet, troll and sport catches of Stikine Chinook salmon in District 108.

5 Includes average combined Canadian Aboriginal, commercial and sport catches of Stikine Chinook salmon.

- a. non-Stikine Treaty Chinook salmon harvested in District 108 will continue to count toward the SEAK AABM harvest limit;
- b. the U.S. BLC of Stikine Chinook salmon in District 108 will count toward the SEAK AABM harvest limit;
- c. the U.S. catch of Stikine Chinook salmon in District 108 above the U.S. BLC will not count towards the SEAK AABM allocation.

Accounting for the SEAK AABM Chinook salmon catches as pertains to transboundary rivers harvests will continue to be the responsibility of the Chinook Technical Committee as modified by (a) through (c) above.

- (xvi) With the exception of the provisions included in paragraph (v) above, the Parties shall determine the domestic allocation of their respective harvest shares.
- (xvii) When the terminal run is insufficient to provide for the Party's Stikine Chinook BLC and the lower end of the escapement goal range, the reductions in each Party's base level fisheries, i.e. the fisheries that contributed to the BLCs, will be proportionate to the BLC shares, excluding the test fishery.
- (xviii) If the escapement of Stikine River Chinook salmon is below the lower bound of the agreed escapement range for three consecutive years, the Parties will examine the management of base level fisheries and any other fishery which harvests Stikine River Chinook salmon stocks, with a view to rebuilding the escapement.

(b) the Taku River:

(1) Sockeye salmon:

- (i) Directed fisheries on Taku River sockeye salmon will occur only in the Taku River drainage in Canada, and in District 111 in the U.S.
- (ii) Annual abundance of the wild run of Taku River sockeye salmon will be estimated by adding the catch of wild run sockeye

salmon in U.S. District 111 to the estimated above-border passage of wild run sockeye salmon. The annual Total Allowable Catch (TAC) of wild run Taku River sockeye salmon will be estimated by subtracting the agreed spawning escapement goal from the annual abundance estimate.

- (iii) The management of U.S. and Canadian fisheries shall be based on weekly estimates of the TAC of wild sockeye salmon.
- (iv) For inseason management purposes, identifiable enhanced Taku River origin sockeye salmon will not be included in the calculations of the annual TAC. Notwithstanding paragraph (vi) below, enhanced sockeye will be harvested in existing fisheries incidentally to the harvest of wild Taku sockeye salmon.
- (v) The primary management objective of the Parties is to achieve the agreed spawning escapement goal. If the projected in-river escapement of wild run sockeye salmon is greater than 1.6, or other agreed factor, times the agreed spawning escapement goal, Canada may, in addition to its share of the TAC, harvest the projected surplus in-river escapement apportioned by run timing.
- (vi) It is anticipated that surplus enhanced sockeye salmon will remain unharvested in existing commercial fisheries due to management actions required to ensure the wild spawning escapement. Canada may implement additional fisheries upstream of the existing commercial fishery to harvest surplus enhanced sockeye salmon.
- (vii) Both Parties agree to the objective of increasing sockeye salmon runs in the Taku River. The United States long-term objective is to maintain the 82% U.S. harvest share of wild Taku sockeye salmon only adjusted based on documented enhanced sockeye salmon returns. Canada's long-term objective is to achieve an equal sharing arrangement for sockeye salmon. The Parties agree to continue to develop and implement a joint Taku enhancement program intended to eventually produce annually 100,000 returning enhanced sockeye salmon.

- (viii) The Parties annual TAC share of Taku River sockeye salmon will be as follows:

Enhanced Production	U.S. TAC Share	Canadian TAC Share
0	82%	18%
1 – 5,000	80%	20%
5,001 – 15,000	79%	21%
15,001 – 25,000	77%	23%
25,001 – 35,000	75%	25%
35,001 – 45,000	73%	27%
45,001 – 55,000	71%	29%
55,001 – 65,000	69%	31%
65,001 – 75,000	68%	32%
75,001 – 85,000	67%	33%
85,001 – 95,000	66%	34%
95,001 – 100,000	65%	35%

The Parties' performance relative to these catch shares will be based on the post season analysis of documented production of enhanced sockeye salmon.

- (ix) A Taku Enhancement Production Plan (TEPP) shall be prepared annually by the Committee by February 1. The TEPP will detail the planned enhancement activities to be undertaken by the Parties and the expected production from site specific egg takes, access improvements and all other enhancement activities outlined in the annual TEPP. The Committee will use these data to prepare an initial enhancement production forecast based on the best available information.
- (x) The Panel shall review the annual TEPP and make recommendations to the Parties concerning the TEPP by February 28.

- (xi) The Committee shall annually review and document joint enhancement projects and activities undertaken by the Parties, including the estimated returns of identifiable and unidentifiable enhanced sockeye salmon, and present the results to the Panel during the annual post season review.
- (2) Coho salmon:
- (i) Consistent with Paragraph 2 above, the Parties agree to implement an abundance-based approach to managing coho salmon on the Taku River. The Parties agree to develop a joint technical report and submit it through the various Parties review mechanisms with the aim of identifying and establishing a bilaterally agreed to MSY goal for Taku coho prior to the 2010 fishing season.
 - (ii) Until a new abundance-based approach is developed, the management intent of the United States is to ensure a minimum above-border inriver run of 38,000 coho salmon, and the following arrangements will apply:
 - a. no numerical limit on the Taku River coho catch will apply in Canada during the directed sockeye salmon fishery (through statistical week 33);
 - b. if in-season projections of above-border run size are less than 50,000 coho salmon, a directed Canadian harvest of up to 3,000 coho salmon is allowed for assessment purposes as part of the joint Canada/US Taku River mark-recapture program;
 - c. if in-season projections of above-border run size exceed 50,000 coho salmon, a directed Canadian harvest of 5,000 coho salmon is allowed;
 - d. if in-season projections of above-border run size exceed 60,000 coho salmon, a directed Canadian harvest of 7,500 coho salmon is allowed;
 - e. if in-season projections of above border run size exceed 75,000 coho salmon, a directed Canadian harvest of 10,000 coho is allowed.

(iii) The annual catch limits specified for the Canadian harvest of coho salmon in the Taku River in paragraph 3(b)(2)(ii) above may be exceeded provided that bilaterally agreed in-season run assessments indicate that salmon passage into Canada has exceeded or is projected to exceed the specified Canadian harvest limit plus bilaterally agreed spawning requirements.

(3) Chinook salmon:

(i) This agreement shall apply to large (greater than 659 mm mid-eye to fork length) Chinook salmon originating in the Taku River.

(ii) Both Parties shall take the appropriate management action to ensure that the necessary escapement goals for Chinook salmon bound for the Canadian portions of the Taku River are achieved. The Parties agree to share in the burden of conservation. Fishing arrangements must take biodiversity and eco-system requirements into account.

(iii) Consistent with paragraph 2 above, management of directed fisheries will be abundance-based through an approach developed by the Committee. The Parties agree to implement assessment programs in support of the abundance-based management regime.

(iv) Unless otherwise agreed, directed fisheries on Taku River Chinook salmon will occur only in the Taku River drainage in Canada, and in District 111 in the U.S.

(v) Management of Taku River Chinook salmon will take into account the conservation of specific stocks or conservation units when planning and prosecuting their respective fisheries. To avoid over-harvesting of specific components of the run, weekly guideline harvests, or other agreed management measures, will be developed by the Committee by apportioning the allowable harvest of each Party over the total Chinook season based on historical weekly run timing.

(vi) Commencing 2009, the Parties agree to implement through the Committee an agreed Chinook genetic stock identification (GSI) program to assist the management of Taku Chinook

salmon. The Parties agree to continue the development of joint (GSI) baselines.

- (vii) The Parties agree to periodically review the above-border Taku River Chinook spawning escapement goal which will be expressed in terms of large Chinook fish (greater than 659 mm mid-eye to fork length). By January 15, 2009, the Parties agree to jointly review the currently agreed escapement goal and pass a jointly prepared technical report through accelerated domestic review processes in time for a revised goal to be applied in the 2009 season. Formal review processes will proceed as required.
- (viii) A preseason forecast of the Taku River Chinook salmon terminal run⁶ size will be made by the Committee by December 1 of each year.
- (ix) Directed fisheries may be implemented based on preseason forecasts only if the preseason forecast terminal run size equals or exceeds the midpoint of the MSY escapement goal range plus the combined Canada, U.S. and test fishery base level catches (BLCs) of Taku River Chinook salmon. The preseason forecast will only be used for management until inseason projections become available.
- (x) For the purposes of determining whether to allow directed fisheries using inseason information, such fisheries will not be implemented unless the projected terminal run size exceeds the bilaterally agreed escapement goal point estimate (N_{MSY}) plus the combined Canada, U.S. and test fishery BLCs of Taku River Chinook salmon. The Committee shall determine when inseason projections can be used for management purposes and shall establish the methodology for inseason projections and update them weekly or at other agreed intervals.
- (xi) The allowable catch (AC) is calculated as follows:

Base terminal run (BTR) = escapement target + test fishery
BLC + U.S. BLC + Cdn BLC

⁶ Terminal run = total Taku Chinook run size minus the US troll catch of Taku Chinook salmon outside District 111.

Terminal run – (BTR) = AC

(xii) BLCs include the following:

- a. U.S. Taku BLC: 3,500 large Chinook⁷
- b. Canadian Taku BLC: 1,500 large Chinook⁸
- c. Test fishery: 1,400 large Chinook;

(xiii) Harvest sharing and accounting of the AC shall be as follows:

Allowable Catch Range		Allowable Catch Share			
		U.S.		Canada	
Lower	Upper	Lower	Upper	Lower	Upper
0	5,000	0	0	0	5,000
5,001	20,000	1	11,000	5,000	9,000
20,001	30,000	11,001	17,500	9,000	12,500
30,001	50,000	17,501	30,500	12,500	19,500
50,001	100,000	30,501	63,000	19,500	37,000

Within each Allowable Catch Range, each Party’s Allowable Catch Share will be calculated proportional to where the AC occurs within the range.

7 Includes average combined US gillnet and sport catches of Taku Chinook salmon in District 111.

8 Includes average combined Canadian Aboriginal, commercial and estimated sport catch of Taku Chinook salmon.

- (xiv) The U.S. catch of the Taku Chinook salmon AC will not count towards the SEAK AABM allocation. In particular:
 - a. non-Taku Treaty Chinook salmon harvested in District 111 will continue to count toward the SEAK AABM harvest limit;
 - b. the U.S. BLC of Taku Chinook salmon in District 111 will count toward the SEAK AABM harvest limit;
 - c. the U.S. catch of Taku Chinook salmon in District 111 above the U.S. BLC will not count towards the SEAK AABM allocation.

Accounting for the SEAK AABM Chinook salmon catches as pertains to transboundary rivers harvests will continue to be the responsibility of the Chinook Technical Committee as modified by (a) through (c) above.

- (xv) The Parties shall determine the domestic allocation of their respective harvest shares.
- (xvi) When the terminal run is insufficient to provide for the Party's Taku Chinook BLC and the lower end of the escapement goal range, the reductions in each Party's base level fisheries, i.e. the fisheries that contributed to the BLCs, will be proportionate to the Taku Chinook BLC shares, excluding the test fishery.
- (xvii) When the escapement of Taku River Chinook salmon is below the lower bound of the agreed escapement range for three consecutive years, the Parties will examine the management of base level fisheries and any other fishery which harvests Taku River Chinook salmon stocks, with a view to rebuilding the escapement.

(c) the Alsek River:

- (i) The Parties will continue to develop and implement cooperative abundance-based management programs for Alsek River salmon including agreed above border spawning escapement and management goals for Chinook and sockeye

salmon. The Parties agree to develop joint technical reports and submit it through the various Parties' review mechanisms. The aim is to identify and establish a revised bilaterally agreed to MSY escapement goal for Alsek Chinook and sockeye prior to the 2014 fishing season that will be used until another agreed goal is developed.

- (ii) The Committee will develop an annual pre-season fishery management plan for Alsek River fisheries by May 1.
- (iii) During the effective period of the Chapter, either Party may bring proposals to the Panel for new commercial fisheries to harvest Alsek River drainage salmon. The Party making such a proposal is responsible for defining the specifics of the proposed fishery in terms of location, timing, and gear type to be used. That Party is responsible for recommending a set of fishery management measures for the proposed fishery or fisheries. Implementation of any such fishery, will not proceed without the consent of both Parties and an agreed upon abundance based management regime has been developed.
- (iv) Chinook salmon:
 - a. Subject to annual review by and approval of the Committee, the Parties agree to conduct an assessment test fishery to be administered by the U.S. under terms to be developed by the Committee. The test fishery will be conducted over the duration of the run. The overall Chinook catch in the test fishery will not exceed 500 fish. All fish caught will be sampled for length, age, sex and tissue (for genetic stock ID).
 - b. On an annual basis, the Committee will produce an in-river abundance estimate of Alsek Chinook. The Parties agree to implement through the Committee an agreed Chinook genetic stock identification (GSI) program to assist the management of Alsek Chinook salmon. The Parties agree to continue the development of joint GSI baselines.
- (v) Sockeye salmon:
 - a. On an annual basis, the Committee will refine and implement inseason abundance-based management. The

Parties will endeavour to continue to explore methods for determining inriver abundance (such as genetic stock ID).

- b. On an annual basis, weekly tissue samples will be collected from the Dry Bay commercial fishery in addition to the normal sampling program.
- c. Subject to paragraph 3(c)(i), the interim management intent of the United States is to pass sufficient sockeye salmon into Canada to achieve the agreed Klukshu River spawning escapement goal range plus 3,000 sockeye salmon.

4. The Parties agree that if catch allocations set out for transboundary river salmon are not attained due to management actions by either Party in any one year, compensatory adjustment shall be made in subsequent years. If a shortfall in the actual catch of a Party is caused by management action of that Party, no compensation shall be made. The Parties agree that midway through the Chapter period, the harvest sharing performance will be evaluated and adjustments made over the rest of the Chapter period if necessary. At the end of the Chapter period cumulative overages or underages will be carried forward to the next Chapter period. The parties agree to review this arrangement prior to 2010. The Transboundary Panel will forward recommendations to the Commissioners on this topic by January 2010.

5. The Parties agree that midway through the Chapter period, or other agreed time, they will review the current Chapter and determine if they want to renew the Chapter for an additional period of time.

6. The Parties agree to consider cooperative enhancement possibilities and to undertake, as soon as possible, studies on the feasibility of new enhancement projects on the transboundary rivers and adjacent areas for the purpose of increasing productivity of stocks and providing greater harvests to the fishermen of both countries.

7. Recognizing that stocks of salmon originating in Canadian sections of the Columbia River constitute a small portion of the total populations of Columbia River salmon, and that the arrangements for consultation and recommendation of escapement targets and approval of enhancement activities set out in Article VII are not appropriate to Columbia River system as a whole, the Parties consider it important to ensure effective conservation of up-river stocks which extend into Canada and to explore the development of mutually beneficial enhancement activities. Therefore, notwithstanding Article VII, paragraphs 2, 3, and 4, the Parties

shall consult with a view to developing, for the transboundary sections of the Columbia River, a more practicable arrangement for consultation and setting escapement targets than those specified in Article VII, paragraphs 2 and 3. Such arrangements will seek to *inter alia*:

- (a) ensure effective conservation of the stocks;
- (b) facilitate future enhancement of the stocks on an agreed basis;
- (c) avoid interference with United States management programs on the salmon stocks existing in the non-transboundary tributaries and the main stem of the Columbia River.

**Appendix to Annex IV, Chapter 1:
Understanding on the Joint Enhancement of Transboundary River Sockeye
Stocks**

Pursuant to Annex IV of the Pacific Salmon Treaty, and recognizing the desire of Canada and the United States to continue a joint enhancement program for the transboundary rivers that is carefully planned and coordinated:

1. The Parties agree to the following principles:
 - (a) To implement an enhancement program that is consistent with the protection of existing wild salmon stocks and the habitat upon which they depend;
 - (b) To implement an enhancement program that is diverse, that involves a variety of approaches to increasing production, and that is built upon a good knowledge base of existing wild stocks of salmon;
 - (c) To implement an enhancement program that includes comprehensive planning, assessment, and review;
 - (d) To develop strategies for management of enhanced stocks prior to the return of adult fish;
 - (e) To share the costs of jointly agreed enhancement projects proportionally to the distribution of benefits, unless external funding can be found. The Parties shall recommend a plan, when required, for funding of projects including:
 - (i) cost sharing arrangement between the Parties; and
 - (ii) long-term funding obligations.
2. The Parties agree to maintain an Enhancement Subcommittee of the joint Transboundary Technical Committee whose Terms of Reference shall be, *inter alia*, to:
 - (a) Seek to identify diverse enhancement opportunities and to develop preliminary summaries of projects which may assist in meeting enhancement goals established by Annex IV, Chapter 1;

- (b) Communicate identified enhancement opportunities to the Transboundary Panel and the Parties along with technical recommendations concerning these opportunities;
- (c) Develop detailed feasibility studies for projects recommended by either Party or the Transboundary Panel, including:
 - (i) Estimation of costs;
 - (ii) Estimation of benefits to users and communities;
 - (iii) Likelihood of success;
 - (iv) Risk analysis;
 - (v) Schedules for implementation;
 - (vi) Specified timelines and thresholds for major decisions;
 - (vii) Procedures for evaluation; and
 - (viii) Fisheries management plans for the enhanced stocks;
- (d) Monitor implementation of ongoing enhancement projects and annually report progress to the Parties and the Transboundary Panel;
- (e) Periodically provide detailed technical reviews pertaining to biological aspects and items listed in paragraph 2(c) above of implemented projects as requested by either Party, with the concurrence of the other Party.
- (f) Produce an annual Stikine Enhancement Production Plan (SEPP) and a Taku Enhancement Production Plan (TEPP) that detail:
 - (i) The enhancement projects and activities to be undertaken by the Parties;
 - (ii) The expected enhanced production from those projects and activities; and
 - (iii) The scientific technique that will be used to document enhanced production.

- (g) Annually review and document the joint enhancement projects and activities undertaken by the Parties including returns. The subcommittee shall assess the enhancement activities each year against the appropriate SEPP and TEPP and provide explanations for any discrepancies.

3. The Transboundary Panel will consider technical input from the Enhancement Subcommittee of the joint Transboundary Technical Committee and that technical information coupled with the Panel's knowledge of local economic, social, and cultural conditions and values will be used by the Panel to make and communicate recommendations to the Parties concerning enhancement project selection, implementation, assessment and termination.

4. General Guidelines:

- (a) A reasonable expectation that stock identification technique will be available to estimate the contribution of enhanced sockeye in mixed stock fisheries is suggested in order for large scale enhancement projects to proceed. Potential and most appropriate stock identification techniques for each project will be recommended by the joint Transboundary Technical Committee.
- (b) Egg collection is limited to a maximum of 30% of the available adults at potential brood stock sites (where possible this limit should be applied to the female component of the escapement).
- (c) Unless otherwise agreed, the overall objective is not to exceed a 1:1 ratio of enhanced:wild smolt.

5. Stikine River:

For the duration of this Chapter, the Parties will pursue a diverse program to enhance sockeye production in the Stikine River to meet the annual SEPP production target of 100,000 enhanced sockeye salmon. The existing enhancement program may be expanded to include new activities such as barrier removal, habitat improvement and/or other agreed enhancement projects. The annual egg-take goal for the Stikine sockeye enhancement program will reflect what is required to meet the annual enhancement production target taking into account the expected production from all other Stikine sockeye enhancement projects.

If either Party intentionally departs from the SEPP, the resulting harvest shares will be adjusted as per paragraph 3(a)(1)(iii)(e).

For the duration of this Chapter, the Tahltan Lake sockeye salmon stock will be used as the source of eggs unless alternate or additional egg sources are identified and agreed to by the Parties.

Eggs will be incubated at the Port Snettisham central incubation facility (CIF), unless otherwise agreed.

Fry will be planted into Tahltan and/or Tuya lake(s) and/or other sites in the following manner, subject to review by the joint Transboundary Technical Committee:

- (a) When the sockeye escapement through the Tahltan Lake weir is less than 15,000 fish or an agreed alternate threshold, all Tahltan origin fry will be returned to Tahltan Lake;
- (b) When the sockeye escapement through the Tahltan Lake weir is greater than 15,000 fish or an agreed alternate threshold, subject to paragraph (d) below, the Tahltan origin fry will be distributed to Tahltan and Tuya lakes and/or other sites in a manner that is agreed upon by the Parties and is specified in the SEPP.
- (c) Fry outplants may be conducted to assess the production capacity of other enhancement sites.
- (d) If the Tuya enhancement program is terminated by either Party, that Party's harvest share will be reduced as per paragraph 3(a)(1)(iii)(e) of Chapter 1. As the lost expected enhanced production is replaced, that Party's harvest share will be increased by 1.5 percentage points for each 10,000 expected enhanced production.

6. Taku River:

For the duration of this Chapter, the Parties will pursue a diverse program to intended to increase enhanced sockeye production in the Taku River and eventually meet the annual production target of 100,000 enhanced sockeye salmon.

The existing enhancement program may be expanded to include new activities and consideration will be given to enhancing the various temporal components of the Taku sockeye run.

The program may include egg-takes at Tatsamenie Lake with resultant fry outplants back into Tatsamenie Lake.

The program may include egg-takes with resultant fry outplants back into King Salmon, Kuthai and/or other lakes or other sites in the Taku drainage.

The program may include:

- (a) continuation of the Trapper Lake access project;
- (b) other barrier removal projects; and/or
- (c) other projects focusing on salmon passage and habitat improvement.

The Tatsamenie Lake salmon stock will be used as a source of eggs unless alternate or additional egg sources are identified and agreed to by the Parties.

Unless otherwise agreed by the Parties, the annual egg-take goal for the Taku sockeye enhancement program will be outlined in the TEPP.

Eggs taken as part of this enhancement effort will be incubated at the Port Snettisham central incubation facility (CIF) unless otherwise agreed.

Fry may be planted into Tatsamenie and/or Trapper Lake, and/or other sites in the Taku drainage, subject to review by the joint Transboundary Technical Committee.

7. Harvest principles:

- (a) The Parties desire to maximize the harvest of enhanced sockeye salmon in their existing fisheries while considering the conservation needs of wild salmon runs.
- (b) To avoid impacts on co-migrating stocks and species, exploitation rates applied to Taku and Stikine river sockeye salmon in existing mixed stock fisheries in Canada and the United States, shall be at levels compatible with the maintenance of wild stocks.

8. Cost sharing for the continuation of existing enhancement projects (Tahltan, Tuya, Tatsamenie and Trapper):

- (a) the costs of producing Taku and Stikine origin enhanced sockeye salmon shall be shared as follows:
- (i) To be paid by Canada:
 - a. Egg takes;
 - b. Egg transports;
 - c. Sampling and numerical analysis necessary to determine the contribution of enhanced sockeye salmon to Canadian fisheries;
 - d. Limnological assessments;
 - e. Processing of sockeye otolith samples collected from spawning escapement, broodstock and juveniles.
 - (ii) To be paid by the United States:
 - a. Construction and operation of that portion of the Port Snettisham CIF that is dedicated to enhancement projects on the transboundary rivers;
 - b. Transports of fry to the enhancement sites;
 - c. Sampling and analysis necessary to determine the contribution of enhanced transboundary river sockeye salmon to United States fisheries; and
 - d. Processing of all other sockeye otolith samples.
 - (iii) Projects to be conducted jointly:
 - a. Disease sampling and analysis;
 - b. Identification and evaluation of alternative sockeye salmon enhancement opportunities;
 - c. Assessments of unforeseen issues that arise from joint enhancement activities and projects that investigate why outcomes differ from expected outcomes.

Chapter 2: Northern British Columbia and Southeastern Alaska

The provisions of this Chapter shall apply for the period 2009 through 2018.

1. With respect to the Portland Canal chum salmon fishery, neither Party shall conduct net fisheries in Alaskan Section 1A and Canadian sub-areas 3-15 and 3-16 nor conduct directed chum fisheries in Alaskan Section 1B north and east of Akeku Point or in Canadian sub-areas 3-11 and 3-13 unless agreed otherwise by the Parties.
2. With respect to sockeye salmon, the United States shall
 - (a) manage the Alaskan District 104 purse seine fishery prior to statistical week 31 to:
 - (i) achieve an annual catch share of Nass and Skeena sockeye of 2.45 percent of the Annual Allowable Harvest (AAH) of the Nass and Skeena sockeye stocks in that year. The methodology for AAH calculations is provided in the Appendix to this Chapter.
 - (ii) carry forward from year to year annual deviations from the prescribed catch share arrangement in (i). Details of the procedure are outlined in the Appendix to this Chapter.
 - (b) manage the Alaskan District 101 drift gillnet fishery to:
 - (i) achieve an annual catch share of Nass sockeye of 13.8 percent of the AAH of the Nass sockeye stocks in that year. The methodology for AAH calculations is provided in the Appendix to this Chapter.
 - (ii) carry forward from year to year annual deviations from the prescribed catch share arrangement in (i). Details of the procedure are outlined in the Appendix to this Chapter.
3. With respect to pink salmon, Canada shall
 - (a) manage the Canadian Area 3-1, 3-2, 3-3 and 3-4 net fishery to:
 - (i) achieve an annual catch share of 2.49 percent of the AAH of Alaskan Districts 101, 102 and 103 pink salmon in that year.

The methodology for AAH calculations is provided in the Appendix to this Chapter.

- (ii) carry forward from year to year annual deviations from the prescribed catch share arrangement in (i). Details of the procedure are outlined in the Appendix to this Chapter.
- (b) manage the Canadian Area 1 troll fishery to:
- (i) achieve an annual catch share of 2.57 percent of the AAH of Alaskan Districts 101, 102 and 103 pink salmon in that year. The methodology for AAH calculations is provided in the Appendix to this Chapter.
 - (ii) carry forward from year to year annual deviations from the prescribed catch share arrangement in (i). Details of the procedure are outlined in the Appendix to this Chapter.
4. In order to accomplish the objectives of this Chapter, neither Party shall initiate new intercepting fisheries, nor conduct or redirect fisheries in a manner that intentionally increases interceptions.
5. The Parties shall maintain a joint Northern Boundary Technical Committee (the “Committee”) reporting, unless otherwise agreed, to the Northern Panel and the Commission. The Committee shall, *inter alia*:
- (a) evaluate the effectiveness of management actions;
 - (b) identify and review the status of pink, chum, sockeye and coho stocks;
 - (c) present the most current information on harvest rates and patterns on these stocks, and develop a joint data base for assessments;
 - (d) collate available information on the productivity of stocks in order to identify escapements which produce maximum sustainable harvests and allowable harvest rates;
 - (e) present historical catch data, associated fishing regimes, and information on stock composition in fisheries harvesting these stocks;
 - (f) devise analytical methods for the development of alternative regulatory and production strategies;

- (g) identify information and research needs, including future monitoring programs for stock assessments; and
- (h) for each season, make stock and fishery assessments and recommend to the Northern Panel conservation measures consistent with the principles of the Treaty.

**Appendix to Annex IV, Chapter 2:
Understanding on the Application of Annex IV, Chapter 2
(Northern British Columbia and Southeastern Alaska)**

- 1. Annual Allowable Harvest (“AAH”)
 - (a) Combined Nass and Skeena Sockeye AAH for Alaska District 104 Purse Seine Fishery

The AAH each year will be calculated as the combined total run of adult Nass and Skeena sockeye salmon in that year less the combined Nass and Skeena escapement target of 1.1 million fish. In the event that the actual Nass and Skeena spawning escapement for the season is below the target level, the actual spawning escapement will be used in the AAH calculation.

The total run calculation includes the catches of Nass and Skeena sockeye salmon in the principal boundary area fisheries and the spawning escapements to the Nass and Skeena watersheds. This includes the catch of Nass and Skeena sockeye salmon in: Alaskan Districts 101, 102, 103, 104 and 106 net fisheries; Canadian Areas 1, 3, 4 and 5 net fisheries; and Canadian Nass and Skeena in-river fisheries. Catches in other boundary area fisheries may be included as jointly agreed by the Northern Boundary Technical Committee.

- (b) Nass Sockeye AAH for Alaska District 101 Drift Gillnet Fishery

The AAH each year will be calculated as the total run of adult Nass sockeye in that year less the escapement target of 0.2 million fish. In the event that the actual Nass spawning escapement for the season is below the target level, the actual spawning escapement will be used in the AAH calculation.

The total run calculation includes the catches of Nass sockeye salmon in the principal boundary area fisheries and the spawning escapement to the Nass watershed. This includes the catch of Nass sockeye salmon in: Alaskan Districts 101, 102, 103, 104 and 106 net fisheries; Canadian Areas 1, 3, 4, and 5 net fisheries; and Canadian Nass in-river fisheries. Catches in other boundary area fisheries may be included as jointly agreed by the Northern Boundary Technical Committee.

- (c) Districts 101, 102 and 103 Pink Salmon AAH for Canadian Area 3(1-4) Net and Area 1 Troll Fisheries

The AAH in each year will be calculated as the total run of adult pink salmon to Alaskan Districts 101, 102 and 103 in that year less the minimum escapement target of 10.75 million fish. In the event that the actual escapement for the season is below the target level, the actual escapement will be used in the AAH calculation.

The total pink salmon run to Alaskan Districts 101, 102 and 103 will be calculated as the catch of Alaskan pink salmon in: Canadian Areas 1, 3, 4 and 5 net and troll fisheries; Alaskan Districts 101, 102, 103 and 104 net and troll fisheries; and in the escapements to Districts 101, 102 and 103.

2. Exchange of Management and Stock Assessment Information

- (a) Pre-season

Pre-season estimates of the AAHs will be provided through the Northern Boundary Technical Committee by May 1 of each year.

- (b) In-season

The Parties will exchange management and assessment information in-season. The exchange will occur weekly (or more often if required) and include (but not be limited to) catch, catch per unit effort, escapement and run size estimations.

- (c) Post-season

The calculation of the allowable and actual harvests of salmon, as specified in Annex IV, Chapter 2, shall be determined by the Northern Boundary Technical Committee (prior to January 31 of the following year unless otherwise agreed) using the current agreed post-season

accounting methodology. These methods are expected to change as improved techniques or assessments become available. Any new jointly agreed method will be used from that point onward in Northern Boundary Technical Committee post-season accounting. These new techniques or assessments could include (but would not be limited to) changes to escapement targets, stock identification methods and reconstruction models. Any new techniques or assessments will not be used to alter the Annex IV, Chapter 2, AAH shares, or to recalculate previous years where the accounting has been finalized.

3. Overage and underage provisions for the Annex IV, Chapter 2, paragraphs 2 and 3 (sockeye and pink salmon).

- (a) The intent of the overage/underage provision is to provide an arrangement where the Parties are accountable for catch shares but have flexibility in their management of fisheries subject to the Treaty.
- (b) Although the management intent shall be to harvest salmon at the allowable percentage AAH, it is recognised that overages and underages will occur and an accounting mechanism is required.
- (c) The payback mechanism for each fishery will be based on the number of fish and use the agreed-upon accounting method.
- (d) After each season, the calculation of the allowable and actual harvests of salmon as specified in Annex IV, Chapter 2, shall be determined by the agreed post-season accounting methodology. If the actual harvest deviates from the allowable harvest as stipulated in the Annex, the deviation is added to any cumulative deviation.
- (e) The management intent for each fishery shall be to return any overages to a neutral or negative balance as soon as possible. After five years of consecutive overages, the Party with the cumulated overage shall provide the Northern Panel with specific management actions that will eliminate the overage in that fishery.

4. Unless mutually agreed, the accrual of underages is not intended to allow a Party to modify its fishing behaviour in any given year to harvest the total accrued underage. Parties shall manage with the intent to harvest no more than 150 percent of their AAH in any season.

5. The Parties agree to review Annex IV, Chapter 2, a minimum of two years prior to its expiration with a view to renewing it. If such renewal is not

successfully concluded prior to the expiration date, then overages and underages shall be carried forward to the next Chapter period.

Chapter 3: Chinook Salmon

The provisions of this Chapter shall apply for the period 2009 through 2018.

1. The Parties agree that:
 - (a) Chinook stocks subject to the Pacific Salmon Treaty have varying levels of status with many being healthy and meeting goals for long-term production while others have been identified as conservation concerns, including some in the U.S. Pacific Northwest that have been listed under the U.S. Endangered Species Act;
 - (b) fishery management measures implemented under the Treaty are appropriate for recovering, maintaining and protecting salmon stocks in Canada and the United States;
 - (c) while fishing has contributed to the decline of many stocks of concern, the continued depressed status of these stocks generally reflects the long-term cumulative effects of other factors, particularly chronic habitat degradation, in some instances deleterious hatchery practices, and cyclic natural phenomena which may be exacerbated by climate change;
 - (d) successful Chinook conservation, restoration and harvest management depends on a sustained and bilaterally coordinated program of resource protection, restoration, enhancement, and utilization based upon:
 - (i) science-based fishery management regimes that foster healthy and abundant Chinook stocks by contributing to the restoration and rebuilding of depressed natural stocks while providing sustainable harvest opportunities on abundant stocks;
 - (ii) implementation of protective and remedial actions identified in local and regional recovery planning processes that address non-fishing factors limiting the abundance, productivity, genetic diversity or spatial structure of natural salmon stocks; and

- (iii) scientifically sound enhancement activities that provide mitigation to fisheries for habitat loss or degradation and/or improve productivity through the appropriate use of artificial propagation and supplementation techniques;
 - (e) a healthy and productive Chinook resource will impart sustainable benefits for the fisheries of both Parties, contribute other social, economic, and cultural benefits to the people of both Parties, and provide ecosystem benefits to other species;
 - (f) the harvest levels and other fishery management approaches to target healthy natural and hatchery stocks while constraining impacts on depressed natural stocks, including various spatial and temporal fishery shaping measures that are bilaterally coordinated as necessary, coupled with improvements in fishery management programs prescribed or referenced in this Chapter, are intended to complement recovery actions being undertaken in the fishing and non-fishing sectors in each country.
2. The Parties shall:
- (a) implement a comprehensive and coordinated Chinook fishery management program that:
 - (i) utilizes an abundance-based framework for managing all Chinook fisheries subject to the Treaty;
 - (ii) continues harvest regimes based on annual estimates of abundance that are responsive to changes in production, take into account all fishery induced mortalities and designed to meet MSY or other agreed biologically-based escapement and/or harvest rate objectives; with the understanding that harvest rate management is designed to provide a desired range of escapements over time;
 - (iii) contributes to the improvement in trends in spawning escapements of depressed Chinook salmon stocks and is consistent with improved salmon production;
 - (iv) seeks to sustain stocks at healthy and productive levels by ensuring that stocks achieve MSY or other agreed biologically-based escapement and/or harvest rate objectives;

- (v) considers the limitations of regulatory systems;
 - (vi) seeks to preserve biological diversity of the Chinook resource and contributes to restoration of currently depressed stocks by improving the abundance, productivity, genetic diversity and spatial structure of stocks over time;
 - (vii) specifies fishery management obligations for maintaining healthy stocks, rebuilding depressed naturally spawning stocks and providing a means for sharing the harvest and the conservation responsibility for Chinook stocks coast-wide among the Parties;
 - (viii) develops additional biological information pursuant to an agreed program of work and incorporates that information into the coastwide management regime, and considers the latest scientific information developed in each country's recovery planning processes;
 - (ix) includes procedures for changes in management agreed to by the Commission based on scientific advice provided by the Chinook Technical Committee (CTC); and
 - (x) includes a commitment to discuss within the Commission significant management changes that a Party is considering that may alter the stock or age composition of a fishery regime's catch;
- (b) maintain a joint Chinook Technical Committee (the "CTC") reporting, unless otherwise agreed, to the Pacific Salmon Commission, which shall, *inter alia*,:
- (i) evaluate management actions for their consistency with measures set out in this Chapter, and for their potential effectiveness in attaining the specified objectives;
 - (ii) report annually on catches, harvest rate indices, estimates of incidental mortality and exploitation rates for all Chinook fisheries and stocks harvested within the Treaty area;
 - (iii) report annually on the escapement of naturally spawning Chinook stocks in relation to the agreed escapement objectives referred to below, evaluate trends in the status of stocks and

report on progress in the rebuilding of naturally spawning Chinook stocks;

- (iv) evaluate and review existing escapement objectives that fishery management agencies have set for Chinook stocks subject to this Chapter for consistency with MSY or other agreed biologically-based escapement goals and, where needed, recommend goals for naturally spawning Chinook stocks that are consistent with the intent of this Chapter;
- (v) recommend standards for the minimum assessment program required to effectively implement this Chapter, provide information on stock assessments relative to these standards and recommend to the Commission any needed improvements in stock assessments;
- (vi) review effects of enhancement programs on abundance-based management regimes and recommend strategies for the effective utilization of enhanced stocks;
- (vii) recommend research projects, and their associated costs, required to implement this Chapter effectively;
- (viii) exchange information necessary to analyze the effectiveness of alternative fishery regulatory measures to satisfy conservation objectives;
- (ix) provide a yearly report to the Commission that details the progress in assessment and monitoring for each stock in the Sentinel Stocks Program;
- (x) provide a yearly report to the Commission that details the progress in implementing improvements to the CWT program in the treaty area as a result of recommendations from the CWT workgroup;
- (xi) provide a yearly report to the Commission that compiles information from the management agencies regarding the conduct and stock specific impacts of any mark-selective fisheries for Chinook in the treaty area, pending bilateral resolution of outstanding technical issues (e.g., methods for estimating incidental mortalities); and

- (xii) undertake specific assignments such as those described in Appendix A to this Chapter;

3. Subject to the provision of funding by the Parties (\$7.5 million (\$C) from Canada and \$41.5 million (U.S.) from the United States) for the specific purposes and in the amounts identified in this paragraph and paragraphs 4 and 5, below, and a commitment of \$10 million (U.S.) (\$2.0 million (U.S.) per year for five years, beginning in 2009) from the Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund and the Southern Boundary Restoration and Enhancement Fund by the Northern Fund Committee and the Southern Fund Committee, respectively, the Parties agree:

- (a) to implement through their respective domestic management authorities a five-year research program (Sentinel Stocks Program) utilizing approximately \$2.0 million (U.S.) annually provided by the Northern and Southern Funds as follows:
 - (i) the purpose of the program shall be to improve the estimates of escapements of selected Chinook populations in British Columbia, Washington State and Oregon;
 - (ii) the Commission shall select a bilateral body of scientists to recommend to the Commission and the Fund Committees how best to utilize these funds for the purposes identified herein;
 - (iii) the program shall focus on estimating the escapements of a limited number of stocks consistent with standards to be developed by the bilateral CTC; and
 - (iv) stocks shall include a limited number of escapement indicator stocks for the North Oregon coast, Puget Sound (one of which shall be the Stillaguamish River), west coast of Vancouver Island, northern British Columbia and Fraser River;
- (b) to provide \$7.5 million each in their respective currencies, subject to the availability of funds to implement over a five year period beginning no later than 2010 within their respective jurisdictions critical improvements to the coast wide coded wire tagging program operated by their respective management agencies. The Commission shall select a bilateral body to recommend funding of specific action items identified in the Pacific Salmon Commission Technical Report Number 25 that are priority uses of these funds to improve the precision and

accuracy of statistics such as abundance, exploitation rates, survival estimates, etc. for Chinook salmon used by the CTC in support of this Chapter; and

- (c) that up to \$1.0 million (U.S.) would be made available by the United States Section (using funds appropriated by Congress to implement the U.S. Chinook Salmon Agreement) to implement over a two year period beginning in 2009, with guidance from the CTC, specific measures to improve the bilateral Chinook model and related management tools used by the CTC to support implementation of this Chapter.

4. The Parties agree that \$30 million (U.S.) of the funding to be provided by the United States identified in paragraph 3, above, is to be made available to Canada to assist in the implementation of this Chapter. Specifically, \$15 million (U.S.) is to be provided in each of two U.S. fiscal years from 2009 to 2011, inclusive, or sooner (for a total of \$30 million U.S.), with the following understandings:

- (a) the bulk of this funding would be used by Canada for a fishery mitigation program designed, among other purposes, to reduce effort in its commercial salmon troll fishery; and
- (b) Canada will inform the Commission as to how this funding was utilized in support of the mitigation program within two years of receiving such funding.

5. The Parties agree that the feasibility and effectiveness of mark-selective fisheries warrant continuing investigation and evaluation and, if pursued, should occur subject to the following conditions and/or understandings, as applicable:

- (a) mark-selective fisheries for Chinook will be conducted in a manner that reduces fishery impacts on natural spawning salmon relative to non-selective fishing alternatives;
- (b) if Canada decides to experiment in 2009 and 2010 with mark-selective fisheries for Chinook and funding is provided by the United States for this purpose, the affected management authorities will collaborate with the Selective Fisheries Evaluation Committee (SFEC) on the design of an appropriate monitoring program;
- (c) mark-selective fisheries implemented by either Party that affect stocks subject to the Pacific Salmon Treaty will be sampled, monitored and reported in accordance with applicable protocols recommended by the

SFEC and adopted by the Commission; and the SFEC will facilitate the annual exchange of information regarding the conduct of mark-selective fisheries, including estimates of catches of mass-marked hatchery Chinook; and

- (d) it is understood that the evaluation of mark-selective fisheries in Canada may be subject to funding or other assistance provided by the State of Washington (with support as appropriate from the United States) in an amount not to exceed \$3 million (U.S.), an amount that is included in the United States funding amount identified in paragraph 3, above, with such funding subject to the obtaining of specific legislative authority as may be required and the availability of funds.

6. The Parties agree to implement, beginning in 2009 and extending through 2018, an abundance-based coast-wide Chinook salmon management regime to meet the objectives set forth in paragraph 2(a) above, under which fishery regimes shall be classified as aggregate abundance-based management regimes (“AABM”) or individual stock-based management regimes (“ISBM”):

- (a) an AABM fishery is an abundance-based regime that constrains catch or total mortality to a numerical limit computed from either a pre-season forecast or an in-season estimate of abundance, from which a harvest rate index can be calculated, expressed as a proportion of the 1979 to 1982 base period. The following regimes will be managed under an AABM regime:
 - (i) southeast Alaska (SEAK) sport, net and troll;
 - (ii) Northern British Columbia (NBC) troll (Pacific Fishery Management Areas 1-5, 101-105 and 142) and Queen Charlotte Islands (QCI) sport (Pacific Fishery Management Areas 1-2, 101, 102 and 142); and

- (iii) west coast of Vancouver Island (WCVI) troll (Pacific Fishery Management Areas 21, 23-27, and PFMA 121, 123-127) and outside sport (also Pacific Fishery Management Areas 21, 23-27, and 121, 123-127 but with additional time and area specifications which distinguish WCVI outside sport from inside sport);⁹
- (b) an ISBM fishery is an abundance-based regime that constrains to a numerical limit the total catch or the total adult equivalent mortality rate within the fisheries of a jurisdiction for a naturally spawning Chinook salmon stock or stock group. ISBM management regimes apply to all Chinook salmon fisheries subject to the Treaty that are not AABM fisheries. The obligations applicable to ISBM fisheries are:
- (i) a general obligation as set out in paragraph 8(c) for all ISBM fisheries which include, but are not necessarily limited to: northern British Columbia marine net and coastal sport (excluding Queen Charlotte Islands), and freshwater sport and net; central British Columbia marine net, sport and troll and freshwater sport and net; southern British Columbia marine net, troll and sport and freshwater sport and net; West Coast of Vancouver Island inside marine sport and net and freshwater sport and net; south Puget Sound marine net and sport and freshwater sport and net; north Puget Sound marine net and sport and freshwater sport and net; Juan de Fuca marine net, troll and sport and freshwater sport and net; Washington Coastal marine net, troll and sport and freshwater sport and net; Washington Ocean marine troll and sport; Columbia River net and sport; Oregon marine net, sport and troll, and freshwater sport; Idaho (Snake River Basin) freshwater sport and net; and

⁹ The part of the West Coast Vancouver Island Chinook salmon sport fishery included in the WCVI AABM Chinook salmon fishery includes:

- Pacific Fishery Management Areas (PFMA) 21, 23, 24 inside the Canadian “surflines” and PFMA 121, 123, 124 during the period October 16 through July 31, plus that portion of PFMA 21, 121, 123, 124 outside of a line generally one nautical mile seaward from the shoreline or existing Department of Fisheries and Oceans surflines, during the period August 1 through October 15.
- PFMA 25, 26, 27 inside the Canadian “surflines” and PFMA 125, 126, 127 during the period October 16 through June 30, plus that portion of PFMA 125, 126, 127 outside of a line generally one nautical mile seaward from the shoreline or existing Department of Fisheries and Oceans surflines, for the period July 1 through October 15.

- (ii) an additional obligation as set out in paragraph 8(c) for those stock groups for which the general obligation is insufficient to meet the agreed escapement objectives.
 - (c) In 2014, the Commission will review the performance of the conservation program established by this Chapter to evaluate the effectiveness of, and continuing need for, the harvest measures taken for the AABM fisheries, including the provisions for application of paragraph 13.
7. The Parties agree:
- (a) to adopt total mortality management to constrain fisheries for Chinook salmon based on total fishing mortality, which is the sum of the landed catch and the associated incidental mortalities from fishing, adjusted for landed catch equivalency;
 - (b) that, to implement total mortality management, estimates of the encounters of Chinook salmon are required, such that estimates:
 - (i) are developed annually from direct observation of fisheries; or
 - (ii) result from a predictable relationship reviewed by the CTC between encounters and landed catch based on a time series of direct observations of fisheries;
 - (c) while ISBM fisheries currently employ total mortality management, methods for estimating incidental fishing mortality in ISBM fisheries will be reviewed by the CTC by 2011;
 - (d) that, total mortality management will be implemented in all AABM fisheries in 2011, once the CTC advises and the Commission agrees that fishery-specific incidental mortality can be reliably estimated;

- (e) that, prior to 2011, AABM fisheries shall be managed for the annual ceilings for landed catch provided in Paragraph 10 and Table 1 of this Chapter with jurisdictions striving to avoid increases in incidental mortalities relative to landed catch when compared to those anticipated under a standardized fishery management regime;¹⁰
- (f) that, beginning in 2011, total mortality management shall be implemented as follows:
 - (i) Table 1 of paragraph 10 will be revised, using the average historical relationship between landed catch and incidental mortality observed between 1985 and 1995 across all gears, to calculate the total allowable fishing mortality level for each existing combination of abundance index and allowable landed catch for each AABM fishery,
 - (ii) the annual ceiling for each AABM fishery in a year will be the allowable total fishing mortality expressed in landed catch equivalents;¹¹
 - (iii) pre-season, the CTC shall estimate the allowable total fishing mortality for the applicable abundance index according to the revised Table 1 referred to in sub-paragraph 7(f)(i), above;
 - (iv) the responsible management jurisdictions shall strive to manage each AABM fishery to ensure that fishing mortalities across all gears do not exceed the total allowable fishing mortalities in landed catch equivalents appropriate for the annual abundance index; and
 - (v) transfers of Chinook salmon mortalities between gears, with the exception of net fisheries, and between landed catch and incidental mortality are allowed and will be made in terms of landed catch equivalents;

¹⁰ A standardized fishery regime represents how agencies intended their AABM fisheries to be conducted, in the interim period, under the terms of the 1999 Agreement. Descriptions of standardized regimes for SEAK and NBC AABM fisheries have been submitted and approved by the CTC and published as PSC documents TCCHINOOK(04)-3 and TCCHINOOK(05)-1.

¹¹ Landed catch equivalents (to be developed by the CTC pursuant to Appendix A) represent means to ensure that changes in the conduct of an AABM fishery do not increase total landed catch equivalent fishing mortality above the levels appropriate to a given abundance index.

- (g) that, once total mortality management is implemented, the CTC shall complete an annual post-season assessment which includes:
 - (i) a periodic evaluation of estimates of encounters and incidental mortalities in all fisheries, against standards developed by the CTC;
 - (ii) a comparison of post-season estimates of landed catch equivalent fishing mortality against allowable landed catch equivalent fishing mortality as estimated with the post-season abundance index;
 - (iii) a report of post-season estimates of total mortality; and
 - (iv) a description of the causes (if identifiable) of significant deviations from expected total mortalities;
 - (h) that, to the extent an AABM fishery is determined through monitoring and evaluation described in sub-paragraph (g), above, to have a pattern of exceeding the landed catch equivalent fishery mortality set forth in this paragraph, the responsible management jurisdiction shall implement in a timely manner adjustments to its management program designed to bring the fishery into conformity with the total mortality management objectives set forth in this paragraph, the effectiveness of which will be subsequently evaluated by the CTC and included in its annual report described in sub-paragraph (g), above.
8. With respect to ISBM fisheries, the Parties agree that:
- (a) fisheries shall be managed over time to contribute to the achievement of agreed MSY or other biologically-based escapement objectives that are consistent with recovering and sustaining healthy and productive stocks and fisheries. Escapement objectives may be expressed in terms of numbers of spawners associated with MSY or derived from exploitation rate limits for naturally spawning stocks;
 - (b) either or both Parties may implement domestic policies that constrain their respective fishery impacts on depressed Chinook stocks to a greater extent than is required by this Paragraph;
 - (c) for the purposes of this Chapter, and based on stock-specific information exchanged pre-season, Canada and the United States shall

limit the total adult equivalent mortality rate in the aggregate of their respective ISBM fisheries to no greater than 63.5 percent and 60 percent, respectively, of that which occurred during the 1979 to 1982 base period on the indicator stocks identified in Attachments IV and V¹² for stocks not achieving their management objectives. This limit shall be referred to as the general obligation. For those stocks for which the general obligation is insufficient to meet the agreed MSY or other biologically-based escapement objectives, the Party in whose waters the stock originates shall further constrain its fisheries to the extent necessary to achieve the agreed MSY or other biologically-based escapement objectives, provided that a Party is not required to constrain its fisheries to an extent greater than the average of that which occurred in the years 1991 to 1996. Notwithstanding the foregoing, a Party need not constrain its ISBM impacts on a stock originating in its waters to an extent greater than necessary to achieve the agreed MSY or other biologically-based escapement objectives;

- (d) unless otherwise recommended by the CTC and approved by the Commission, the non-ceiling index defined in TCChinook (05)-3 where data are available for the required time periods, the average total annual adult equivalent mortality rate that occurred in 1991 to 1996 (see Attachments IV and V), or an alternative metric recommended by the CTC and approved by the Commission will be used to monitor performance of ISBM fisheries relative to the obligations set forth in this paragraph;
- (e) for the purposes of monitoring trends and attributing causes of deviations from expectations, the non-ceiling index, the total annual adult equivalent mortality rates, or alternative metric (as applicable per sub-paragraph (d) above) will be computed for ISBM fisheries on a pre-season basis using forecasted abundance and fishing plans. These statistics will be estimated again using post-season data and refined in subsequent years for each of the escapement indicator stocks listed in Attachments IV and V of this Chapter using the best available data and reported pursuant to sub-paragraph (f) below;
- (f) actual ISBM fishery performance relative to the obligations set forth in this paragraph will be evaluated by the CTC and reported annually to the Commission; and

¹² Assuming size limits in effect during 1991-1996.

- (g) to the extent a Party's ISBM fisheries are determined through the monitoring process described in sub-paragraph (f), above to be inconsistent with the obligations set forth in this paragraph, the jurisdiction(s) responsible for managing the ISBM fisheries shall propose and implement in a timely manner a program of additional management actions designed to bring the fisheries expeditiously into conformity with the obligations set forth in this paragraph, the effectiveness of which will be subsequently evaluated by the CTC and included in the report described in sub-paragraph (f) above.
9. The Parties agree:
- (a) for the years 2009 to 2018 to reduce the catch limits listed in Table 1 of the 1999 Agreement for the SEAK and WCVI AABM fisheries by 15% and 30% respectively. These reductions have been incorporated into the catch limits provided in Table 1 below;
 - (b) that the graduated harvest rate approach underlying the catch limits associated with the abundance index values for the AABM fisheries as adjusted is designed to contribute to the achievement of MSY or other agreed biologically-based escapement objectives;
 - (c) the graduated harvest rate approach is based on a relationship between the aggregate abundance of Chinook stocks available to the fishery and a harvest rate index described in Appendix B;
 - (d) AABM fisheries shall be managed annually so as not to exceed the catch limits (or total mortalities) designated for the applicable abundance index value for each AABM fishery as provided in Table 1 below and shall be monitored over time to evaluate the effect of the catch limits on the aggregate and stock-specific harvest rates and escapements;
 - (e) the annual catch (or total mortality) limit applicable to each AABM fishery shall be based upon the best available pre-season predictions of abundance as determined by the CTC; and
 - (f) where, as determined by the CTC, in-season methods provide an improved estimate of the abundance relative to pre-season indicators alone, in-season adjustments of pre-season catch limits shall be permitted. In such circumstances, pre-season catch limits shall be adjusted by incorporating in-season estimates of abundance.

10. The Parties agree that:
 - (a) indices identified in this paragraph are consistent with CTC analyses through May 1999. In the event that subsequent analyses modify these values, the relationship between catch and abundance indices specified in Table 1 and detailed in Appendix B will be maintained;
 - (b) management of the SEAK troll, net, and sport fisheries for Chinook salmon shall be based on the aggregate abundance of Chinook stocks available to the SEAK troll fishery and expanded based on a specific relation or formula to account for the sport and net sectors. Unless otherwise agreed, the total Chinook catch (or total mortalities) in the SEAK troll, sport, and net fisheries shall be managed annually according to catch limits and abundance indices stated in Table 1;
 - (c) management of the NBC troll and QCI sport fisheries for Chinook salmon shall be based on the aggregate abundance of Chinook stocks available to the NBC troll fishery, and expanded based on a specific relation or formula to account for the QCI sport sector. Unless otherwise agreed, the total Chinook catch (or total mortalities) in the NBC troll and QCI sport fisheries shall be managed annually according to catch limits and abundance indices stated in Table 1; and
 - (d) management of the WCVI troll and outside sport fisheries for Chinook salmon shall be based on the relationship between the aggregate abundance of Chinook stocks available to the WCVI troll fishery, and expanded based on a specific relation or formula to account for the outside sport sector. Unless otherwise agreed, the total Chinook catch (or total mortalities) in the WCVI troll and outside sport fisheries shall be managed annually according to catch limits and abundance indices stated in Table 1.
11. The Parties agree that, beginning in 2009:
 - (a) the catch and/or total mortality objectives prescribed or referenced in this Chapter will be monitored and regularly reported to the Commission by the CTC as follows:
 - (i) for AABM fisheries, performance will be evaluated and monitored using the first post-season CTC model calibration to compute the abundance index to determine, using Table 1, the allowable catch and total mortality;

- (ii) for ISBM fisheries, the CTC will annually compute and report the metrics described in Paragraphs 8(c) and 8(d) and, using the best available post-season data and analyses, report performance to the Commission relative to those metrics and the obligations referred to in Paragraphs 8(e) and 8(f);
 - (b) if a pattern of significant non-performance emerges, the Commission will consider the matter and recommend appropriate remedial action to ensure that the integrity of the coastwide management regime is maintained.
12. The Parties agree:
- (a) to continue the procedures and accepted exclusions previously established by the Commission to allow for the exclusion of Chinook salmon catches in selected terminal areas from counting against Treaty catch limitations; and
 - (b) to continue the procedures previously established by the Commission to allow for hatchery add-ons harvested in AABM fisheries.
13. The Parties agree:
- (a) that, whereas managing salmon fisheries to consistently meet MSY or other agreed biologically-based escapement objectives is a precautionary approach to attaining sustainability of stocks and harvest, management actions outlined in sub-paragraphs (c) and (f) below are intended to increase escapements as expeditiously as possible should management as prescribed in paragraphs 8 and 10 fail to meet MSY or other biologically-based escapement objectives;
 - (b) to implement measures that will effectively protect and conserve biological diversity and production under a broad range of unforeseen circumstances, an adaptive, precautionary approach will incorporate explicit, timely adjustments in fishery regimes; within the context of the review in 2014 identified in paragraph 6, the CTC shall evaluate and report to the Commission for its consideration precautionary criteria additional to those described below (e.g., trends in marine survival rates, sustainable exploitation rates compared to current) to achieve the objectives of sub-paragraph (a) above, for specific stocks of conservation concern;
 - (c) subject to the provisions of sub-paragraph 13(c)(iii) below, to

implement additional management actions in relevant AABM and ISBM fisheries annually as described below for the naturally spawning Chinook salmon stocks or stock groups listed in Attachment I-V. In the circumstances described below that rely on projections of exploitation rates and forecasts of escapement, the methods utilized shall have met standards for precision and accuracy developed by the CTC by February 1 of the first year of their application:

- (i) an AABM fishery will be reduced when the majority of indicator stocks within a stock group were observed not to achieve their management objectives in the past year and are forecasted not to achieve their management objectives in the upcoming year, assuming paragraph 8 ISBM obligations are met;
 - (1) for stocks with escapement-based management objectives, one-year where observed escapement was at least 15% below agreed escapement objectives and a forecast for escapement falls at least 15% below the escapement objective in the coming year;
 - (2) for stocks with exploitation rate based management objectives, the post season exploitation rate for U.S. ESA listed stocks or Canadian conservation units exceeded agreed stock-specific exploitation rate limits¹³ and are projected to exceed those rates in the coming year;
- (ii) alternatively, an AABM fishery will be reduced when the majority of indicator stocks within a stock group are observed not to achieve their management objectives in the past two consecutive years,
 - (1) for stocks with escapement-based management objectives, two consecutive years of observed escapements at least 15% below agreed escapement objectives, unless a forecast for escapement will exceed the escapement objective in the coming year, assuming ISBM obligations are met;

¹³ Review of stock-specific exploitation rate limits by the CTC is applicable only for implementing provisions of this Chapter.

(2) for stocks with exploitation rate based management objectives, two consecutive years of post season exploitation rates for U.S. ESA listed stocks or Canadian conservation units have exceeded agreed stock-specific exploitation rate limits.

(iii) The additional management actions to be taken in relevant AABM fisheries in accordance with this paragraph are as follows:

Percentage reduction in Table 1 catch limit	Minimum number of stock groups meeting criteria to trigger additional action
10%	2 stock groups
20%	3 or more stock groups

(iv) ISBM fisheries will be reduced to increase the escapement of the depressed Chinook salmon stocks within the stock group not meeting management obligations when the appropriate criterion defined in sub-paragraphs (c)(i) or (c) (ii) are met. Reductions will be designed to increase escapement by the number of mature fish expected to be saved from the AABM fishery reduction defined in (c) (i) or (c) (ii) above; and

(v) The CTC will notify the Commission of any proposed fishery restrictions to be implemented under this paragraph at its February Annual meeting;

(d) action will be taken consistent with (c)(i) or (c)(ii) for AABM fisheries even if escapement exceeds 85% of the agreed escapement goal as a consequence of harvest levels in ISBM fisheries in the jurisdiction in which the stock originates that were more restrictive than the obligations required pursuant to paragraph 4;

(e) action will not be taken under (c)(i) or (c)(ii) above, for AABM fisheries even if escapement is less than 85% of the agreed escapement goal as a consequence of an ISBM fishery not meeting the general obligation listed under paragraph 8;

(f) in the event that provisions of subparagraphs (d) and (e) above may apply, the CTC will review the management actions taken in the

relevant ISBM fisheries, including whether those actions exceeded or fell short of the obligations required pursuant to paragraph 8, and report the matter to the Commission for action;

- (g) in consideration of the adjustments to the WCVI AABM fishery agreed to by the Parties and reflected in paragraph 10 and Table 1 of this Chapter, and notwithstanding the provisions of subparagraphs 13(c), (d) and (e) above, additional reductions in the WCVI AABM fishery will not be taken except as otherwise may be agreed by the Commission;
- (h) in the event of extraordinary circumstances, either Party may recommend, for conservation purposes, that the Commission consider developing additional management actions in the relevant fisheries to respond to such circumstances. Such a recommendation must be based on circumstances when the continued viability of a stock or stock group would be seriously threatened in the absence of such actions. This recommendation must be part of a coordinated management plan that will include actions taken in all marine and freshwater fisheries that significantly affect the stock or stock group;
- (i) the Parties may take other management actions as may be agreed by the Commission, such as time and area restrictions, which have comparable conservation benefits as identified in sub-paragraph (c) above; and
- (j) in the event that the provisions of any of subparagraphs 13(c), (d), (e) or (h) above are invoked, the CTC will subsequently provide a report to the Commission.

Table 1. Catches specified for AABM fisheries at levels of the Chinook abundance index.

Values for catch at levels of abundance between those stated may be linearly interpolated between adjacent values.

Abundance index	SEAK	NBC	WCVI
0.25	44,600	32,500	32,100
0.30	50,200	39,000	38,500
0.35	55,700	45,500	44,900
0.40	61,200	52,000	51,300
0.45	66,700	58,500	57,800
0.495	71,700	64,400	63,500
0.50	72,300	65,000	74,900
0.55	77,800	71,500	82,400
0.60	83,300	78,000	89,800
0.65	88,800	84,500	97,300
0.70	94,400	91,000	104,800
0.75	99,900	97,500	112,300
0.80	105,400	104,000	119,800
0.85	110,900	110,500	127,300
0.90	116,500	117,000	134,800
0.95	122,000	123,500	142,300
1.00	127,500	130,000	149,700
1.005	128,700	130,700	172,000
1.05	139,600	136,500	179,700
1.10	151,700	143,000	188,200
1.15	163,800	149,500	196,800
1.20	176,000	156,000	205,400
1.205	199,800	156,700	206,200
1.25	206,700	163,300	213,900
1.30	214,200	170,700	222,500
1.35	221,800	178,000	231,000
1.40	229,400	185,300	239,600
1.45	237,000	192,700	248,100
1.50	244,600	200,000	256,700
1.505	264,400	219,600	257,600
1.55	271,800	226,100	265,300
1.60	280,000	233,400	273,800
1.65	288,200	240,700	282,400
1.70	296,400	248,000	290,900
1.75	304,600	255,300	299,500
1.80	312,900	262,600	308,000
1.85	321,100	269,900	316,600

1.90	329,300	277,200	325,100
1.95	337,500	284,500	333,700
2.00	345,700	291,800	342,300
2.05	353,900	299,100	350,800
2.10	362,200	306,400	359,400
2.15	370,400	313,700	367,900
2.20	378,600	321,000	376,500
2.25	386,800	328,300	385,000

**Appendix A to Annex IV, Chapter 3:
 Understandings Regarding Chinook Technical Committee Assignments
 Relating to Implementation of Chapter 3 of Annex IV**

(1) Harvest Rate Index Metric Improvements

Alternative metrics for evaluating the harvest rate index in different AABM fisheries will be evaluated. Metrics which best reflect changes in the true harvest rate in a fishery will be employed by the CTC, and used to maintain the underlying relationship to catches in Table 1. The implications of replacing the current metrics while maintaining the relationship between catch and abundance indices (as specified in paragraph 10) will be evaluated and reported to the Commission.

(2) Total Fishing Mortality

Consistent with paragraph 7 of this Chapter, the CTC will:

- a) Establish standards for the desired level of precision and accuracy of data required to estimate incidental fishing mortality (e.g., encounter rates, estimates of incidental and drop off mortality, stock specific mortalities of marked fish in selective fisheries) to be used for total mortality based management;
- b) Complete technical work required to implement total mortality regimes (Paragraph 7) including reporting on the Landed Catch Equivalent (LCE) concept, describe how gear allocations and transfers will be handled between sectors, and how fisheries will be managed pre-season, and post-season based on direct and derived observational data;
- c) Describe standardized fishing regimes for all AABM regimes (note: only the description for WCVI requires completion);

d) Evaluate the accuracy of pre-season predictions of incidental mortalities, review assumptions, and investigate methods for improving estimates of total mortality in AABM and ISBM fisheries;

(3) In-season adjustments

Consistent with paragraph 9 of this Chapter, the CTC will evaluate any proposed in-season abundance predictors to determine if these provide more reliable and consistent estimates of post-season abundance as compared to the pre-season predictions currently generated by the PSC Chinook model.

(4) Model Improvements

a) **Improvements to the Model Structure:** The CTC will continue to review and improve the accuracy and precision of the CTC model (e.g., pre-season forecasts of the aggregate Chinook abundance available to the AABM fisheries, modeling additional stocks and fishery strata, estimates of stock specific mortality, base period recalibration, etc.). The CTC will evaluate improvements using quantitative, statistical and management criteria and recommend changes to current models and methods for consideration by the Commission.

b) **Abundance Index Improvements:** The current Abundance Index (AI) tends to lag behind changes in Chinook stock abundance, under-predicting abundance when stock survival begins to increase and over-predicting abundance when survival trends downward. The CTC will explore techniques (e.g., time-series techniques, and/or use external ecosystem indicators) that may enable AIs to more quickly respond to changes in survival regimes.

(5) Management Objective Review

The CTC will evaluate and review existing management objectives (e.g., escapement goals, exploitation rates) that fishery management agencies establish for Chinook stocks subject to this Chapter for consistency with MSY or other agreed biologically-based escapement objectives.

(6) Framework for Precautionary Management

The CTC will develop an assessment framework for precautionary management which incorporates information on stock status and fishery performance for consideration by the Commission by December 2011. Approaches may include multiple criteria such as escapement, exploitation rates, trends and patterns in

survival, ecosystem indicators, and overall harvest rates in mixed stock fisheries. The CTC will develop options for timely adjustments to fishery regimes based on objective criteria (e.g. decision analysis techniques) for consideration by the Commission.

(7) Individual Stock Based Management Improvements

a) **Individual Stock Based Metric Improvement:** The CTC will explore alternative metrics to be used to monitor ISBM fishery impacts, and report to the Commission on the utility of these metrics or approaches by 2011. The non-ceiling index referenced in paragraph 8(d) has not proven to be useful for many stocks as a means to monitor or evaluate the performance of ISBM fisheries relative to the obligations for a variety of reasons, including:

- (i) unreliable base period data;
- (ii) mismatched and incomplete information between different stock groups;
- (iii) instability in the metric until all brood years affected by a fishery have completed their life cycles; and
- (iv) delays in the availability of CWT data.

b) **Paragraph 13 Obligations for ISBM fisheries:** The CTC will develop methods to estimate the savings of mature fish expected to result from further reductions to AABM fisheries under paragraph 13 and determine adjustments in ISBM fisheries required to ensure that such savings accrue to escapements.

c) **Evaluate 1991 to 1996 ISBM Average Criteria:** The CTC will provide estimates of the 1991 to 1996 average impacts in ISBM fisheries relative to the 1979 to 1982 base period for the stock groups listed in Attachments IV and V.

(8) Development of Paragraph 13 standards or guidelines for escapement estimation and forecasting

The CTC will establish standards for the desired level of precision and accuracy for estimation of spawning escapements and abundance forecasts. Two key characteristics of the new abundance based management framework rely on information on escapement, and the ability to forecast the next year's

abundance. These standards shall be applied to the Sentinel Stock Program developed to track escapement and abundance data over the next 5 years.

(9) Five-year review criteria

The CTC will develop a framework to evaluate the effectiveness of, and continuing need for, the harvest reduction measures taken for the AABM fisheries as outlined in Paragraph 9. Factors to be considered include abundance, exploitation rates (fishery harvest rates), and estimates of productivity for individual stocks and stock groups including, but not limited to, those included under the Sentinel Stock Program.

(10) Review of Attachments I-V ¹⁴

The CTC will complete a review of Attachments I-V by 2014 or earlier if agreed by the Commission to determine the following:

- a) whether the current list of stock groups identified for each attachment continues to be appropriate,
- b) new criteria that could be employed to revise stock group listings for each attachment, and
- c) based on the outcome of (a) and (b), whether any changes to the attachments proposed by a Party may be appropriate.

Based on the above review, the CTC will make recommendations to the Commission regarding what, if any, changes should be made to the current Attachments.

¹⁴. Contingent on policy input and agreement

Appendix B to Annex IV, Chapter 3:

Relationships between AIs, Catches and HRIs¹⁵

Southeast Alaska All Gear	North BC Troll & QCI Sport	WCVI Troll & Outside Sport
<p>Proportionality Constant (PC) = 12.38 Harvest Rate Index (HRI) = EXP(LN(Troll Catch / AI) - PC) Troll Catch = (Total Catch - 17,000) * 0.8 = EXP(PC + LN(HRI * AI)) Total Catch = 17,000 + Troll Catch / 0.8 Reduction in catch from 1999 Agreement: 15%</p> <p><u>For AIs less than 1.005</u> Total Catch = 17,000 + 110,500 * AI Troll Catch = (110,500 * AI) * 0.8 HRI = 0.371</p> <p><u>For AIs between 1.005 and 1.2</u> Total Catch = -114,750 + 242,250 * AI</p>	<p>Proportionality Constant (PC) = 11.83 Harvest Rate Index = EXP(LN(Troll Catch / AI) - PC) Troll Catch = Total Catch * 0.8 = EXP(PC + LN(HRI * AI)) Total Catch = Troll Catch / 0.8 Reduction in catch from 1999 Agreement: 0%</p> <p><u>For AIs less than 1.205</u> Total Catch = 130,000 * AI Troll Catch = (130,000 * AI) * 0.8 HRI = 0.757</p> <p><u>For AIs between 1.205 and 1.5</u> Total Catch = -20,000 + 146,667 * AI</p>	<p>Proportionality Constant (PC) = 13.10 Harvest Rate Index = EXP(LN(Troll Catch / AI) - PC) Troll Catch = Total Catch * 0.8 = EXP(PC + LN(HRI * AI)) Total Catch = Troll Catch / 0.80 Reduction in catch from 1999 Agreement: 30%</p> <p><u>For AIs less than 0.5</u> Total Catch = 128,347 * AI Troll Catch = (128,347 * AI) * 0.8 HRI = 0.21</p> <p><u>For AIs between 0.5 and 1.0</u> Total Catch = 149,739 * AI</p>

¹⁵ If alternative harvest rate metrics are adopted in any of the AABM fisheries this will necessitate a recalculation of the proportionality constants in the affected fisheries and will in turn lead to an adjustment of the associated HRI values in this appendix. However, the formulas to estimate total catch in this appendix and the catches in Table 1 will remain unaffected.

Troll Catch = $(-131,750 + 242,250 * AI) * 0.8$
 HRI increasing from 0.371 to 0.445

For AIs between 1.205 and 1.5

Total Catch = $17,000 + 151,721 * AI$
 Troll Catch = $(151,721 * AI) * 0.8$
 HRI = 0.51

For AIs greater than 1.5

Total Catch = $17,000 + 164,364 * AI$
 Troll Catch = $(164,364 * AI) * 0.8$
 HRI = 0.5525

Troll Catch = $(-20,000 + 146,667 * AI) * 0.8$
 HRI increasing from 0.757 to 0.777

For AIs greater than 1.5

Total Catch = $145,892 * AI$
 Troll Catch = $(145,892 * AI) * 0.8$
 HRI = 0.85

Troll Catch = $(149,739 * AI) * 0.8$
 HRI = 0.245

For AIs greater than 1.0

Total Catch = $171,130 * AI$
 Troll Catch = $(171,130 * AI) * 0.8$
 HRI = 0.28

Attachment I – Stock Groups, Indicator Stocks and Management Objectives
 Applicable to Obligations Defined in Paragraph 13 for S.E. Alaska Troll, Net,
 and Sport AABM Fisheries

Stock Group ¹⁶	Stocks in Group (Indicator Stocks)	Management Objective
Upper Strait of Georgia	Klinaklini Kakwiekan Wakeman Kingcome Nimpkish	Escapement Escapement Escapement Escapement Escapement
West Coast Vancouver Island Falls	Artlish Burman Gold Kaouk Tahsis Tashish Marble	Escapement Escapement Escapement Escapement Escapement Escapement Escapement
North/Central British Columbia	Yakoun Skeena Nass	Escapement Escapement Escapement
Far North Migrating Oregon Coastal Falls	Nehalem Siletz Siuslaw	Escapement Escapement Escapement
Columbia River Falls	Upriver Brights Deschutes Lewis	Escapement Escapement Escapement
Columbia River Summers	Mid-Columbia Summers	Escapement
Washington Coastal Fall Naturals	Hoko Grays Harbor Queets Quillayute Hoh	Escapement Escapement Escapement Escapement Escapement
Fraser Early (Spring & summers)	Upper Fraser Mid Fraser Thompson	Escapement Escapement Escapement

¹⁶ SEAK fisheries will be managed to achieve escapement objectives for Southeast Alaska and Transboundary River Chinook stocks.

Attachment II – Stock Groups, Indicator Stocks and Management Objectives
 Applicable to Obligations Defined in Paragraph 13 for Northern B.C. (Areas 1-
 5) Troll and Queen Charlotte Island Sport (Areas 1-2) AABM fisheries

Stock Group	Stocks in Group (Indicator Stocks)	Management Objective
North/Central British Columbia	Yakoun Skeena Nass	Escapement Escapement Escapement
Upper Strait of Georgia	Klinaklini Kakwiekan Wakeman Kingcome Nimpkish	Escapement Escapement Escapement Escapement
West Coast Vancouver Island Falls	Artlish Burman Gold Kaouk Tahsis Tashish Marble	Escapement Escapement Escapement Escapement Escapement Escapement
Far North Migrating Oregon Coastal Falls	Nehalem Siletz Siuslaw	Escapement Escapement Escapement
Columbia River Falls	Upriver Brights Deschutes Lewis	Escapement Escapement Escapement
Columbia River Summers	Mid-Col Summers	Escapement
Washington Coastal Fall Naturals	Hoko Grays Harbor Queets Quillayute Hoh	Escapement Escapement Escapement Escapement Escapement
Fraser Early (Spring & summers)	Upper Fraser Mid Fraser Thompson	Escapement Escapement Escapement

Last Updated January 27, 2009

Attachment III – Stock Groups, Indicator Stocks and Management Objectives Applicable to Obligations Defined in Paragraph 13 West Coast Vancouver Island Troll and Outside Sport AABM Fisheries

Stock Group	Stocks in Group (Indicator Stocks)	Management Objective
Columbia River Falls	Upriver Brights Deschutes Lewis	Escapement Escapement Escapement
Fraser Late	Harrison	Escapement
Puget Sound Natural Summer/Falls	Skagit Stillaguamish Snohomish Lk Washington Green	Exploitation Rate Exploitation Rate Exploitation Rate Escapement Escapement
Columbia River Summers	Mid-Col Summers	Escapement

Attachment IV – Stock Groups, Indicator Stocks and Management Objectives Applicable to Obligations Defined in Paragraphs 8 and 13 for All British Columbia ISBM Fisheries

Stock Group	Stocks in Group (Indicator Stocks)	Management Objective
Lower Strait of Georgia	Cowichan Nanaimo	Escapement Escapement
Fraser Late	Harrison	Escapement
North Puget Sound Natural Springs	Nooksack Skagit	Escapement Exploitation Rate
Upper Strait of Georgia	Klinaklini Kakwiekan Wakeman Kingcome Nimpkish	Escapement Escapement Escapement Escapement Escapement
Fraser Early (Spring & summers)	Upper Fraser Mid Fraser Thompson	Escapement Escapement Escapement
West Coast Vancouver Island Falls	Artlish Burman Gold Kaouk Tahsis Tashish Marble	Escapement Escapement Escapement Escapement Escapement Escapement Escapement
Puget Sound Natural Summer/Falls	Skagit Stillaguamish Snohomish Lk Washington Green	Exploitation Rate Exploitation Rate Exploitation Rate Escapement Escapement
North/Central British Columbia	Yakoun Skeena Nass Area 8 (Atnarko, Dean)	Escapement Escapement Escapement Escapement

Attachment V – Stock Groups, Indicator Stocks and Management Objectives Applicable to Obligations Defined in Paragraphs 8 and 13 for All Southern U.S. Fisheries

Stock Group	Stocks in Group (Indicator Stocks)	Management Objective
Washington Coastal Fall Naturals	Hoko Grays Harbor Queets Quillayute Hoh	Escapement Escapement Escapement Escapement Escapement
Columbia River Falls	Upriver Brights Deschutes Lewis	Escapement Escapement Escapement
Puget Sound Natural Summer/Falls	Skagit Stillaguamish Snohomish Lk Washington Green	Exploitation Rate Exploitation Rate Exploitation Rate Escapement Escapement
Fraser Late	Harrison	Escapement
Columbia River Summers	Mid-Col Summers	Escapement
Far North Migrating Oregon Coastal Falls	Nehalem Siletz Siuslaw	Escapement Escapement Escapement
North Puget Sound Natural Springs	Nooksack Skagit	Escapement Exploitation Rate

Chapter 4: Fraser River Sockeye and Pink Salmon

1. The provisions of this Chapter shall apply for the period 2005 through 2010.
2. The U.S. share of the annual Fraser River sockeye and pink salmon Total Allowable Catch (the "TAC"), as defined in paragraph 3 to be harvested in the waters of Washington State is as follows:
 - (a) for sockeye salmon, the U.S. catch in the Fraser Panel Area shall not exceed 16.5 percent of the TAC;
 - (b) for pink salmon, the U.S. catch in the Fraser Panel Area shall not exceed 25.7 percent of the TAC.
3. For the purpose of this Chapter, the TAC shall be defined as the remaining portion of the annual aggregate Fraser River sockeye and pink runs (including any catch of Fraser River sockeye identified in Alaskan waters) after the spawning escapement targets established, unless otherwise agreed, by application of Canada's pre-season escapement plan (subject to any adjustments made pursuant to paragraph 3(b), below), the agreed Fraser River Aboriginal Exemption, and the catch in Panel authorized test fisheries have been deducted. TAC shall be computed separately for Fraser River sockeye and pink salmon. The following definitions and procedures apply to TAC calculations:
 - (a) The annual U.S. share shall be computed based on the inseason run size estimates in effect at the time the Panel relinquishes control of the U.S. Panel waters, using the escapement targets established by application of Canada's preseason escapement plan as may be adjusted pursuant to paragraph 3(b), below, and taking into account any adjustments as provided in paragraph 8, below.
 - (b) For the purposes of in-season management by the Fraser River Panel, the spawning escapement objective is the target set by Canada, including any extra requirements that may be identified and agreed to by the Fraser River Panel, for natural, environmental, or stock assessment factors, to ensure the fish reach the spawning grounds at target levels. In the event the Fraser River Panel does not agree to additional escapement amounts, the PSC staff will make a recommendation which shall become effective upon agreement by at least one national section of the Panel. Any additional escapement amounts believed necessary by

Canada above those determined pursuant to the foregoing will not affect the U.S. share.

- (c) The agreed Fraser River Aboriginal Fishery Exemption (AFE) is that number of sockeye which is subtracted from the total run size in determining the TAC upon which the U.S. shares specified in paragraph 2 are calculated. Any Canadian harvests in excess of these amounts count against the TAC, and do not affect the U.S. share. The agreed Fraser River Aboriginal Fishery Exemption is the actual catch of Fraser River sockeye harvested in both the in-river and marine area Aboriginal Fisheries, up to 400,000 sockeye annually.
 - (d) For computing TAC by stock management groupings, the AFE shall be allocated to management groups as follows: The Early Stuart sockeye exemption shall be up to 20% of the Fraser River Aboriginal Fishery Exemption (AFE), and the remaining balance of the latter exemption shall be based on the average proportional distribution for the most recent three cycles and modified annually as required to address concerns for Fraser River sockeye stocks and other species and as otherwise agreed by the Fraser River Panel. For the duration of this Chapter, the harvest distribution of Early Stuart sockeye is expected to remain similar to that of recent years.
 - (e) To the extent practicable, the Fraser River Panel shall manage the United States fishery to spread the United States harvest proportionately to the TACs across all Fraser River sockeye stock management groupings (Early Stuart, Early Summer, Mid-Summer, and Late Run).
4. Pursuant to Article IV, paragraph 3, Canada shall annually establish the Fraser River sockeye and pink salmon spawning escapement targets for the purpose of calculating the annual TAC. For the purposes of pre-season planning, where possible, Canada shall provide forecasts of run size and spawning escapement requirements by stock management groupings to the Fraser River Panel no later than the annual meeting of the Commission. Forecasts of migration patterns, gross escapement needs, and any in-season adjustments in escapement requirements shall be provided to the Fraser River Panel by Canada as they become available in order to accommodate the management needs of the Panel in a timely manner. In addition, on a timely basis, the United States shall provide forecasts of sockeye and pink salmon run size returns affected by Panel management.

5. The Fraser River Panel will develop fishing plans and in-season decision rules as may be necessary to implement the intent of this Chapter. The Parties shall establish and maintain data sharing principles and processes which ensure that the Parties, the Commission, and the Fraser River Panel are able to manage their fisheries in a timely manner consistent with this Chapter. With respect to management responsibilities, all activities of the Parties and the Fraser River Panel shall be consistent with the August 13, 1985, Memorandum of Understanding between the Parties.
6. Fraser River Panel pre-season planning meetings that do not occur simultaneously with Commission meetings shall be held alternately in Canada and the United States. Scheduled in-season management meetings shall be held at Richmond, B.C. unless the Panel agrees otherwise. As agreed, Panel meetings may be held by telephone conference call.
7. The Parties may agree to adjust the definition of the Fraser Panel Area as necessary to simplify domestic fishery management and ensure adequate consideration of the effect on other stocks and species harvested in the Area.
8. Annually, the U.S. share shall be adjusted for harvest overages and underages in accordance with annual guidance provided by the Commission.
9. The Parties shall establish a Technical Committee for the Fraser River Panel:
 - (a) the members shall coordinate the technical aspects of Fraser River Panel activities with and between the Commission staff and the national sections of the Fraser River Panel, and shall report, unless otherwise agreed, to their respective National Sections of the Panel. The Committee may receive assignments of a technical nature from the Fraser River Panel and will report results directly to the Panel.
 - (b) membership of the Technical Committee shall consist of up to five such technical representatives as may be designated by each National Section of the Commission.
 - (c) members of the Technical Committee shall analyze proposed

management regimes, provide technical assistance in the development of proposals for management plans, explain technical reports and provide information and technical advice to their respective National Sections of the Panel.

- (d) the Technical Committee shall work with the Commission staff during pre-season development of the fishery regime and management plan and during in-season consideration of regulatory options for the sockeye and pink salmon fisheries of Fraser Panel Area waters and during post-season evaluations of the season to ensure that:
 - (i) domestic allocation objectives of both Parties are given full consideration;
 - (ii) conservation requirements and management objectives of the Parties for species and stocks other than Fraser River sockeye and pink salmon in the Fraser Panel Area during periods of Panel regulatory control are given full consideration; and
 - (iii) the Commission staff is informed in a timely manner of management actions being taken by the Parties in fisheries outside of the Fraser Panel Area that may harvest sockeye and pink salmon of Fraser River origin.
- (e) the staff of the Commission shall consult regularly in-season with the Technical Committee to ensure that its members are fully informed in a timely manner on the status of Fraser River sockeye and pink salmon stocks, and the expectations of abundance, migration routes and proposed regulatory options, so the members of the Technical Committee can brief their respective National Sections prior to each in-season Panel meeting.

10. The Parties agree that Panel management actions should meet the following objectives, listed in order of priority:

- (a) obtain spawning escapement goals by stock or stock grouping;
- (b) meet Treaty defined international allocation; and
- (c) achieve domestic objectives.

11. The Fraser River Panel shall manage its fisheries consistent with the provisions of the other chapters of Annex IV to ensure that the conservation needs and management requirements for other salmon species and other sockeye and pink salmon stocks are taken into account.
12. The Parties agree to develop regulations to give effect to the provisions of the preceding paragraphs. Upon approval of the pre-season plan and during the period of Panel regulatory control, all sockeye and pink fisheries under the Panel's jurisdiction are closed unless opened for fishing by in-season order of the Panel.
13. Pursuant to the Parties' obligations under Article VI the Panel will use the following in-season decision process:
 - (a) The mid-point forecast provided by Canada will be used for management purposes until in-season updates of run size become available. Based upon advice from the Fraser River Panel Technical Committee and PSC staff, the Panel may adopt a more precautionary or optimistic applications of the forecast information until in-season updates of run size are available. PSC staff will provide the Fraser River Panel with recommendations for in-season run size and other factors relevant to sound fisheries management decisions. Based on information such as, but not limited to, in-season estimates of run timing and diversion rate, the PSC staff will make recommendations to the Fraser River Panel regarding in-season decision making.
 - (b) PSC staff will provide the Fraser River Panel with projected harvestable surpluses and status of harvest from fisheries under Panel management. These projections will incorporate any Fraser River Panel agreement on management adjustments that deal with environmental conditions during in-river migration that could significantly impact the Fraser River Panel's ability to achieve spawning escapement objectives and other considerations agreed to by the Panel.
 - (c) Any changes from PSC staff recommendations for points 13(a) and 13(b) above shall be based on bilateral agreement between the National Sections of the Fraser Panel. Acceptance of the PSC staff recommendation requires approval of at least one of the National Sections.

- (d) The respective National Sections of the Panel will develop proposed regulations for their domestic Panel Water fisheries consistent with recommendations and projections provided by the PSC staff as described in 13(a) and 13(b) as may be modified pursuant to 13(c). Either National Section may ask PSC staff for advice in designing its fisheries proposals. PSC staff will assess and provide advice as to whether proposed fishery regulations for Panel Water fisheries are consistent with recommendations and projections described in 13(a) and 13(b) and Panel objectives. Subsequently, after full discussion of a Panel water fishery proposal, the following may occur: (i) the Panel may adopt the proposal based on bilateral agreement or; (ii) the proposing National Section may modify and re-submit its proposal in response to advice from staff and/or concern(s) raised by the other National Section; or (iii) while acknowledging objection(s) of the other National Section, the Panel will grant the request to adopt the fishery proposal. In the event that the Panel adopts a fishery under the provisions of the latter circumstance (13(d)(iii)), prior to the commencement of the proposed fishery, the proposing National Section must provide a written rationale for the fishery as submitted.
- (e) If post-season a party maintains that it has been adversely affected by a fishery they objected to pursuant to paragraph 13(d)(iii) above or paragraph 13 (f) below; the PSC staff will prepare an objective report on the circumstances of the fishery and its consequences for the January PSC meeting following the season in question. The Panel will review the staff report and determine what action is required. If the Panel cannot come to agreement on the appropriate action, the issue will be referred to the Commission for resolution during its February annual meeting.
- (f) Pursuant with Article VI, paragraph 7 of the treaty, the Parties will communicate and consult with one another in a timely manner regarding their fishing plans for Fraser River sockeye outside of the Panel's regulatory control. In the event that a party has an objection to the other party's fishing plans as they relate to achievement of Panel objective, the implementing party will provide the rational for such plans.

Chapter 5: Coho Salmon

The provisions of this Chapter shall apply for the period 2009 through 2018.

1. Recognizing that for the past several years some coho stocks have been below levels necessary to sustain maximum harvest and that recent fishing patterns have contributed to a decline in some Canadian and United States coho stocks, the Parties agree to develop management measures and programs to prevent further decline in spawning escapements, adjust fishing patterns, and initiate, develop, or improve management programs for coho stocks.
2. The Parties shall establish regimes for troll, sport and net fisheries consistent with management objectives described herein and as may be subsequently recommended and approved by the Commission:
 - (a) for coho stocks shared by fisheries of the United States and Canada, recommendations for fishery regimes shall be made by the Southern Panel for coho salmon originating in rivers with mouths situated south of Cape Caution, as provided in Annex I to the Treaty; and
 - (b) for coho stocks shared by fisheries of the United States and Canada, recommendations for fishery regimes, as provided in Attachment B, shall be made by the Northern Panel for coho salmon originating in rivers with mouths situated between Cape Caution and Cape Suckling.
3. The Northern Boundary Technical Committee shall, at the direction of the Northern Panel and Commission, undertake the technical assignments described below for coho salmon originating in rivers and mouths situated between Cape Caution and Cape Suckling:
 - a) evaluate the effectiveness of management actions;
 - b) identify and review the status of stocks;
 - c) present the most current information on harvest rates and patterns on these stocks, and develop a joint database for assessments;
 - d) collate available information on the productivity of coho stocks in order to identify escapements and associated exploitation rates which produce maximum sustainable harvests (MSH);

- e) present historical catch data, associated fishing regimes, and information on stock composition in fisheries harvesting these stocks;
- f) devise analytical methods for the development of alternative regulatory and production strategies to meet objectives set forth by the Commission;
- g) identify information and research needs, including future monitoring programs for stock assessments; and
- h) for each season, make stock and fishery assessments and recommend to the Commission conservation measures consistent with the principles of the Treaty.

Southern Coho Management Plan

4. The Parties agree to establish and maintain a joint Coho Technical Committee (the “Committee”) reporting, unless otherwise agreed, to the Southern Panels and the Commission. The Committee shall, *inter alia*, at the direction of the Commission and the Panels:

- (a) evaluate the effectiveness of management actions;
- (b) identify and review the status of stocks;
- (c) present the most current information on harvest rates and patterns on these stocks, and develop a joint database for assessments;
- (d) collate available information on the productivity of coho stocks in order to identify escapements and associated exploitation rates which produce MSH;
- (e) present historical catch data, associated fishing regimes, and information on stock composition in fisheries harvesting these stocks;
- (f) devise analytical methods for the development of alternative regulatory and production strategies to meet objectives set forth by the Commission; and
- (g) identify information and research needs, including future monitoring programs for stock assessments.

To assist the Southern Panel, the Committee shall:

- (a) oversee the exchange of the Parties' determinations of the status of "key management units of naturally spawning coho stocks" (MUs) and information on abundance and distributions of coho as available for the upcoming season, and review the technical basis of that information;
- (b) review exploitation rates that result from application of this Plan and advise the Southern Panel if impacts are excessive, given the status of affected MUs;
- (c) review total exploitation rate targets provided by the Parties for MUs and stocks of conservation concern which originate within their respective jurisdictions;
- (d) oversee the exchange of pre-season expectations and post-season estimates of MU-specific mortalities in the fisheries of each Party;
- (e) oversee the exchange of information regarding the conduct of mark-selective fisheries, including estimates of interceptions of mass-marked hatchery coho, as may be requested by the Southern Panel;
- (f) develop regional coho pre-season and post season evaluation tools and protocols to provide a consistent means of evaluating the cumulative impact of U.S. and Canadian fisheries on MUs and stocks of conservation concern;
- (g) undertake bilateral, technical review processes on:
 - (i) biologically determining the categorical status of MUs;
 - (ii) determining MSH levels and maximum, status-dependent exploitation rates, including derivation of risk buffers; and
 - (iii) criteria to define MUs.

5. The Parties agree to establish and maintain a joint Working Group to facilitate the implementation of the Southern coho management regime, including development of assessment tools and resolving technical differences that may arise. The Working Group shall develop mechanisms to address circumstances where annual limits on exploitation rates for boundary area fisheries are exceeded. Such mechanisms may include provisions for management error and adjustments for overages, but shall not create catch entitlements for any fishery or Party.

6. This Southern Coho Management Plan (Plan) specifies how the Parties' fisheries impacting coho salmon originating in southern British Columbia, Washington and Oregon will be managed, subject to future agreed technical refinements. The Parties agree to implement this Plan in their respective fisheries subject to such future agreed refinements.

7. The Parties agree to cooperate in the development of coho salmon management programs designed to meet the following objectives:

- (a) constrain total fishery exploitation to enable MUs to produce MSH over the long term while maintaining the genetic and ecological diversity of the component populations;
- (b) improve long-term prospects for sustaining healthy fisheries in both countries;
- (c) establish an approach to fishery resource management which is responsive to resource status, cost-effective, and sufficiently flexible to utilize technical capabilities and information as they are developed and approved;
- (d) provide a predictable framework for planning fishery impacts on naturally spawning populations of coho; and
- (e) establish an objective basis for monitoring, evaluating and modifying the management regimes as appropriate

8. Unless otherwise agreed, the Parties shall:

- (a) manage their fisheries to constrain exploitation rates on the following MUs:

<u>Southern B.C. Inside Management Units</u>	<u>U.S. Inside Management Units</u>
Interior Fraser (Including Thompson)	Skagit
Lower Fraser	Stillaguamish
Strait of Georgia Mainland	Snohomish
Strait of Georgia Vancouver Island	Hood Canal
	Strait of Juan de Fuca
	<u>U.S. Outside Management Units</u>
	Quillayute
	Hoh
	Queets
	Grays Harbor

- (b) establish and document the derivation of the following targets for MUs which originate within their respective jurisdictions no later than December 31, 2010:
- (i) the escapement goal or exploitation rate that achieves MSH;
 - (ii) MSH exploitation rates for each MU; and
 - (iii) exploitation rates for 3 status categories, *Low*, *Moderate* and *Abundant*. Each Party shall provide maximum exploitation rate targets for each MU and status category which originates within its jurisdiction. Until such time as the Parties provide the MU exploitation rate targets, each Party shall provide maximum exploitation rate targets for each MU which originates within its jurisdiction consistent with attainment of MSH and the ranges defined below:

Status	Total Exploitation Rate
Low	Up to 20 %
Moderate	21% – 40 %
Abundant	41% – 65 %

- (c) manage all fisheries under their respective jurisdictions, whether directed at coho or not, whether mark-selective or not, to ensure that cumulative exploitation rates¹⁷ on MUs do not exceed the limits established by Paragraph 9 below;
- (d) implement additional fishery management measures as may be practicable and necessary to address conservation needs for component stocks of the MUs originating within its jurisdiction;
- (e) maintain capabilities and programs as necessary to conduct stock assessments, evaluate fishery impacts, and meet the objectives of this Plan;
- (f) improve coordination between their domestic management processes through regular bilateral preseason planning discussions at regularly scheduled Panel meetings and through timely bilateral information exchange among fishery managers;
- (g) Each year, the Parties shall, through their respective domestic processes, classify the status of each MU originating in their rivers as, *Low*, *Moderate* or *Abundant*, and provide any changes in maximum, status-dependent exploitation rates. To facilitate domestic fishery planning processes the Parties shall exchange, in mid-March of each year, information on the status of each MU covered by this agreement, the associated exploitation rate applicable to each MU and other factors, including preliminary fishery expectations, that are relevant to the development of plans for their respective fisheries, including those that may result in domestic constraints below the ER caps specified herein; and
- (h) Between April and June of each year, Canadian and U.S. domestic management authorities will exchange information on the management

¹⁷
$$\frac{\text{TotalFishingMortality}_{\text{allfisheries}}}{\text{TotalFishingMortality}_{\text{allfisheries}} + \text{Escapement}}$$

measures that are to be implemented to ensure that the cumulative exploitation rates do not exceed allowable levels for MUs and that total exploitation by all fisheries is consistent with target levels established by the Parties for resource conservation.

9. Each Party shall, preseason, plan its intercepting fisheries so that the total exploitation rates do not exceed the MU-specific exploitation rate caps specified below:

- (a) The ER caps depicted in the tables presented below reflect the following general principles:
 - (i) For MUs in *low* status, both Parties shall be obligated to shape their fisheries to reduce the impact on those MUs. The producing Party is expected to bear a greater share of the conservation responsibility for MUs in *low* status, and in no case shall the intercepting Party be required to reduce its impact below a 10% exploitation rate, subject to actions that may be taken under Paragraph 11(b);
 - (ii) For MUs in *moderate* status, the producing Party should receive the majority of the allowable exploitation rate; this share should increase for MUs in *abundant* status; and
 - (iii) Neither Party should be unduly prevented from accessing its own stocks to achieve its fishery objectives or harvesting other allocations agreed under the PST;

(b) Canadian exploitation rate cap on U.S. Inside MUs (Table 1):

Condition of US Inside MUs	Canadian ER Caps	MU Applicability
Normal Low (> 1 Inside MU low)	0.11	All MUs with Total ER ≤ 0.20
Composite Low (Only 1 Inside MU Low)	0.13	The MU with Total ER ≤ 0.20
Normal Moderate (> 1 Inside MU Moderate)	$.124 + .13 \times \text{ER}$	All MUs with $0.20 < \text{Total ER} \leq 0.40$
Composite Moderate (Only 1 Inside MU Moderate)	$.134 + .13 \times \text{ER}$	The MU with $0.20 < \text{Total ER} \leq 0.40$
Abundant	$.084 + .28 \times \text{ER}$	MUs with $0.40 < \text{Total ER} \leq 0.60$
Abundant	$.024 + .38 \times \text{ER}$	MUs with $0.60 < \text{Total ER}$

(c) Canadian exploitation rate cap on U.S. Outside MUs (Table 2):

Condition of US Outside MUs	Canadian ER Caps	MU Applicability
Normal Low (> 1 Outside MU low)	0.10	All MUs with Total ER ≤ 0.20
Composite Low (Only 1 Outside MU Low)	0.12	The MU with Total ER ≤ 0.20
Normal Moderate (> 1 MU Outside Moderate)	$.024 + .38 \times \text{ER}$	All MUs with $0.20 < \text{Total ER} \leq 0.40$
Composite Moderate (Only 1 Outside MU Moderate)	$.054 + .33 \times \text{ER}$	The MU with $0.20 < \text{Total ER} \leq 0.40$
Abundant	$.024 + .38 \times \text{ER}$	MUs with $0.40 < \text{Total ER}$

(d) U.S. exploitation rate cap on Canadian MUs:

Condition of Canadian MUs	U.S. ER Caps	MU Applicability
Low	0.10	All MUs with Total ER \leq 0.20
Moderate	0.12	All MUs with $0.20 < \text{Total ER} \leq 0.40$
Abundant	0.15	MUs with $0.40 < \text{Total ER}$

- (e) The Parties recognize that bilateral review of methodologies employed to establish target MU-specific status-dependent exploitation rates is desirable. The Parties agree to complete a bilateral review of exploitation rate targets through the Committee;
- (f) The Parties agree that the intercepting exploitation rate caps established for each Party under this paragraph are maximums. If, for any MU, the intercepting Party does not require the full exploitation rate cap to harvest its own stocks, that Party may elect to implement fishing plans that result in exploitation rates below the caps. Should this occur the producing Party may plan fisheries to use the unused portion of the cap, provided that the cumulative exploitation rate limit established for that MU is not exceeded;
- (g) The Parties recognize that an agreed bilateral technical basis is necessary to develop and implement the terms and provisions of this Agreement. The Parties commit to joint development of preseason planning and post season evaluation tools and protocols. In the event that the Parties determine that implementation experience and the bilateral planning tools and protocols indicate that the ER Caps specified in Paragraph 9(b)-(d) are inconsistent with the objectives set forth in Paragraph 7, the Parties will undertake discussions to revise these ER caps in a manner that is consistent with those objectives; and

10. Compliance. Each year, the Committee shall review the results of the previous year's fisheries to determine the reasons underlying any instances in which the exploitation rate limits established pursuant to Paragraph 9(b)-(d) were exceeded, including effects of management error/imprecision. These results will be reported to the Southern Panel to discuss whether the regimes should be adjusted to meet the objectives of the coho agreement.

11. Each Party may:

- (a) shape fisheries to achieve a lower exploitation rate than the limits allowed under Paragraph 9(b)-(d) to address domestic management objectives;
- (b) request additional reductions in exploitation rates determined under Paragraph 9(b)-(d) to meet critical conservation concerns not adequately addressed by the Plan. The requesting Party shall describe the measures taken in its own fisheries to respond to the conservation concern and make its request in a timely manner relative to pertinent management planning processes. The Southern Panel will discuss and explore ways in which agreement might be reached to accommodate the request;
- (c) request increases in the MU-specific exploitation rate caps determined under Paragraph 9(b)-(d) if the Party can demonstrate that the exploitation rate caps prevent it from accessing its own stocks to meet its fishery management objectives or from harvesting other allocations as provided under PST agreements. The Southern Panel will discuss and explore ways in which agreement might be reached to accommodate the request; and
- (d) request that the Committee evaluate the performance of the Plan and recommend measures to correct for systematic biases and potential improvements in the Plan to the Southern Panel.

12. A review of this Plan will occur no later than three years after this agreement goes into effect and will be conducted every three years thereafter. The review will include an assessment of the effectiveness of the Plan in achieving the management objectives of the Parties and any other issues either Party may wish to raise, including, but not limited to:

- (a) whether the exploitation rate caps established under Paragraph 9(b)-(d) have prevented either Party from accessing its own stocks to meet its fishery management objectives or from harvesting other allocations as provided under PST agreements; and
- (b) issues associated with the procedures and methods employed to estimate and account for total coho mortalities, including those incurred in mark-selective fisheries. The Plan will be refined, as required, based on the review and the need to incorporate results of bilateral technical developments (e.g., establishing criteria to define MUs and the basis for

biologically determining allowable exploitation rates, developing a common methodology for measuring exploitation rates occurring in Canadian and U.S. fisheries, development of bilateral management planning tools, etc.).

13. Test fisheries sanctioned by the Fraser Panel of the Pacific Salmon Commission for purposes of providing information for the management of Fraser sockeye and pink salmon should be conducted in a manner that minimizes coho by-catch mortalities.

Table 1. Canadian ER Caps on U.S. INSIDE MUs

	Total ER for U.S. MU	Canadian ER Cap		Canadian Share of Total ER	
		Normal	Composite	Normal	Composite
LOW	0.10	0.110	0.130	110%	130%
	0.11	0.110	0.130	100%	118%
	0.12	0.110	0.130	92%	108%
	0.13	0.110	0.130	85%	100%
	0.14	0.110	0.130	79%	93%
	0.15	0.110	0.130	73%	87%
	0.16	0.110	0.130	69%	81%
	0.17	0.110	0.130	65%	76%
	0.18	0.110	0.130	61%	72%
	0.19	0.110	0.130	58%	68%
	0.20	0.110	0.130	55%	65%
MODERATE	0.21	0.151	0.161	72%	77%
	0.22	0.153	0.163	69%	74%
	0.23	0.154	0.164	67%	71%
	0.24	0.155	0.165	65%	69%
	0.25	0.157	0.167	63%	67%
	0.26	0.158	0.168	61%	65%
	0.27	0.159	0.169	59%	63%
	0.28	0.160	0.170	57%	61%
	0.29	0.162	0.172	56%	59%
	0.30	0.163	0.173	54%	58%
	0.31	0.164	0.174	53%	56%
	0.32	0.166	0.176	52%	55%
	0.33	0.167	0.177	51%	54%
	0.34	0.168	0.178	49%	52%
	0.35	0.170	0.180	48%	51%
	0.36	0.171	0.181	47%	50%
	0.37	0.172	0.182	47%	49%
	0.38	0.173	0.183	46%	48%
	0.39	0.175	0.185	45%	47%
0.40	0.176	0.186	44%	47%	

Table 1 (cont'd)

	Total ER for U.S. MU	Canadian ER Cap		Canadian Share of Total ER	
		Normal	Composite	Normal	Composite
ABUNDANT	0.41	0.199		48%	
	0.42	0.202		48%	
	0.43	0.204		48%	
	0.44	0.207		47%	
	0.45	0.210		47%	
	0.46	0.213		46%	
	0.47	0.216		46%	
	0.48	0.218		46%	
	0.49	0.221		45%	
	0.50	0.224		45%	
	0.51	0.227		44%	
	0.52	0.230		44%	
	0.53	0.232		44%	
	0.54	0.235		44%	
	0.55	0.238		43%	
	0.56	0.241		43%	
	0.57	0.244		43%	
	0.58	0.246		42%	
	0.59	0.249		42%	
	0.60	0.252		42%	
	0.61	0.256		42%	
0.62	0.260		42%		
0.63	0.263		42%		
0.64	0.267		42%		
0.65	0.271		42%		

Table 2. Canadian ER Caps on U.S. OUTSIDE MUs

	Total ER for U.S. MU	Canadian ER Cap		Canadian Share of Total ER	
		Normal	Composite	Normal	Composite
LOW	0.10	0.100	0.120	100%	120%
	0.11	0.100	0.120	91%	109%
	0.12	0.100	0.120	83%	100%
	0.13	0.100	0.120	77%	92%
	0.14	0.100	0.120	71%	86%
	0.15	0.100	0.120	67%	80%
	0.16	0.100	0.120	63%	75%
	0.17	0.100	0.120	59%	71%
	0.18	0.100	0.120	56%	67%
	0.19	0.100	0.120	53%	63%
	0.20	0.100	0.120	50%	60%
MODERATE	0.21	0.104	0.123	49%	59%
	0.22	0.108	0.127	49%	58%
	0.23	0.111	0.130	48%	56%
	0.24	0.115	0.133	48%	56%
	0.25	0.119	0.137	48%	55%
	0.26	0.123	0.140	47%	54%
	0.27	0.127	0.143	47%	53%
	0.28	0.130	0.146	47%	52%
	0.29	0.134	0.150	46%	52%
	0.30	0.138	0.153	46%	51%
	0.31	0.142	0.156	46%	50%
	0.32	0.146	0.160	46%	50%
	0.33	0.149	0.163	45%	49%
	0.34	0.153	0.166	45%	49%
	0.35	0.157	0.170	45%	48%
	0.36	0.161	0.173	45%	48%
	0.37	0.165	0.176	44%	48%
	0.38	0.168	0.179	44%	47%
	0.39	0.172	0.183	44%	47%
0.40	0.176	0.186	44%	47%	

Table 2. (cont'd)

	Total ER for U.S. MU	Canadian ER Cap		Canadian Share of Total ER	
		Normal	Composite	Normal	Composite
ABUNDANT	0.41	0.180		44%	
	0.42	0.184		44%	
	0.43	0.187		43%	
	0.44	0.191		43%	
	0.45	0.195		43%	
	0.46	0.199		43%	
	0.47	0.203		43%	
	0.48	0.206		43%	
	0.49	0.210		43%	
	0.50	0.214		42%	
	0.51	0.218		42%	
	0.52	0.222		42%	
	0.53	0.225		42%	
	0.54	0.229		42%	
	0.55	0.233		42%	
	0.56	0.237		42%	
	0.57	0.241		42%	
	0.58	0.244		42%	
	0.59	0.248		42%	
	0.60	0.252		42%	
	0.61	0.256		42%	
	0.62	0.260		42%	
	0.63	0.263		42%	
	0.64	0.267		42%	
	0.65	0.271		42%	

Chapter 6: Southern British Columbia and Washington State Chum Salmon

The provisions of this Chapter shall apply for the period 2009 through 2018.

1. The Parties shall maintain a Joint Chum Technical Committee (“the Committee”) reporting, unless otherwise agreed, to the Southern Panel and the Commission. The Committee will undertake to, *inter alia*:

- (a) maintain and present historical catch and escapement information for stocks relevant to the Treaty;
- (b) utilize available information to estimate and document stock composition and exploitation rates in fisheries of concern to the Treaty;
- (c) review annually the Parties’ assessment of stock status and fisheries activities for chum fisheries of concern to the Treaty;
- (d) identify high priority research and information needs for the Parties, including fishery and escapement monitoring and assessment, stock identification, and enhancement; and
- (e) periodically and/or when requested;
 - (i) Exchange available information on the productivity and escapement requirements of stocks relevant to the treaty;
 - (ii) Identify and document stocks of concern (with respect to conservation) relevant to the treaty;
 - (iii) Evaluate the effectiveness and performance of management strategies; and
 - (iv) Evaluate the effectiveness of alternative regulatory and production strategies recommended by the Parties.

2. When the Parties provide stock composition information for fisheries, the Committee shall evaluate and report its conclusions using bilaterally agreed upon methods.

3. Canada and the United States shall assess catch levels and make attempts to collect additional genetic samples from any chum salmon caught during the July 1 through September 15 time period in the boundary area fisheries (U.S. Areas 4B, 5, 6C, 7 and 7A; Canadian Areas 18, 19, 20, 21, and 29).
4. During the period from July 1 through September 15, Canada will require the live release of chum salmon from all purse seine gear fishing in the Strait of Juan de Fuca (Canadian Area 20) and the United States will require the same for the non-Indian seine fisheries in Areas 7 and 7A. Note: By U.S. regulation, purse seine fisheries are not permitted in U.S. Areas 4B, 5 and 6C.
5. Canada will manage its Johnstone Strait, Strait of Georgia, and Fraser River chum salmon fisheries to provide continued rebuilding of depressed naturally spawning chum salmon stocks, and, to the extent practicable, not increase interceptions of U.S. origin chum salmon. Terminal fisheries conducted on specific stocks with identified surpluses will be managed to minimize interception of non-targeted stocks.
6. Canada will manage its Johnstone Strait mixed stock fishery as follows:
 - (a) Inside Southern chum salmon levels of less than 1.0 million as estimated by Canada are defined, for the purposes of this chapter, as critical.
 - (b) For run sizes above the critical threshold, Canada will conduct fisheries with an exploitation rate of up to 20% in Johnstone Strait of Inside Southern chum salmon; and
 - (c) When run sizes are expected to be below the critical threshold, Canada will notify the United States and will only conduct assessment fisheries and non-commercial fisheries. Commercial fisheries targeting chum salmon will be suspended.
7. Canada will manage its Fraser River fisheries for chum salmon as follows:
 - (a) For Fraser River terminal area run sizes, identified in-season, at abundance levels lower than 900,000 chum salmon, the Canadian commercial chum salmon fisheries within the Fraser River and in associated marine areas (Area 29), will be suspended; and
 - (b) For Fraser River terminal area run sizes, identified in-season at levels greater than 900,000 chum salmon, Canadian commercial chum salmon

fisheries within the Fraser River shall be guided by the limits of the in-river Total Allowable Catch set by Canada

8. Canada will manage the Nitinat gill net and purse seine fisheries for chum salmon to minimize the harvest of non-targeted stocks.
9. Canada shall conduct a genetic sampling program of chum salmon taken in the West Coast Vancouver Island troll fishery if early-season catch information indicates that catch totals for the July 1 through September 15 season may reach levels similar to 1985 and 1986. Sampling, should it occur, will include catches taken from the southern areas (Canadian Areas 121-124).
10. The United States will manage its chum salmon fishery in Areas 7 and 7A as follows:
 - (a) Inside Southern chum salmon levels of less than 1.0 million as estimated by Canada are defined, for purposes of this chapter, as critical;
 - (b) For the run sizes below the critical threshold, the U.S. catch of chum salmon in Areas 7 and 7A shall be limited to chum salmon taken incidentally to other species and in other minor fisheries, but shall not exceed 20,000, provided that catches for the purpose of genetic stock identification sampling shall not be included in the aforementioned limit;
 - (c) For run sizes above the critical threshold, the catch ceiling for the U.S. chum salmon fishery in Areas 7 and 7A will be 130,000 chum salmon;
 - (d) Canada will provide a run size estimate of chum salmon entering the Fraser River no later than October 22. If the estimate is less than 900,000, the U. S. will limit its fishery impacts on Fraser River chum salmon by restricting catch in Areas 7 and 7A to not exceed 20,000 additional chum salmon from the day following the date the U.S. is notified. The total catch is not to exceed the catch ceiling of 130,000 chum salmon;
 - (e) U.S. commercial fisheries for chum salmon in Areas 7 and 7A will not occur prior to October 10;
 - (f) The U. S. will manage the Areas 7 and 7A fisheries for chum salmon with the intent to minimize the harvest of non-target species;
 - (g) No U.S. catch shortfalls may be accrued; however any overages shall be carried forward as indicated in (h) and (i);

- (h) Due to management imprecision, a catch in the U.S. of up to 135,000 chum salmon will not result in an overage calculation. Catches in excess of 135,000 chum salmon shall result in an overage being calculated by subtracting 130,000 from the total chum catch. Overages will be accounted for by reducing the U.S. annual catch ceilings in up to two subsequent non-critical Inside Southern chum salmon years; and
- (i) From the day following the date the U.S. is notified of a run size below the critical threshold as defined in 10(b) or (d), any catches in excess of 20,000 chum salmon will result in an overage. Overages will be accounted for by reducing the U.S. annual catch ceilings in up to two subsequent non-critical Inside Southern chum salmon years.

11. The United States shall conduct its chum salmon fishery in the Strait of Juan de Fuca (United States Areas 4B, 5 and 6C) so as to maintain the limited effort nature of this fishery, and, to the extent practicable, not increase interceptions of Canadian origin chum salmon. The United States shall continue to monitor this fishery to determine if recent catch levels indicate an increasing level of interception.

12. All information concerning by-catch of other salmon species from the chum salmon fisheries covered by this chapter will be shared between the Parties in the annual Post Season Report.

13. Should circumstances arise that are inconsistent with either Party's understanding of the intent of this chapter, the Southern Panel will discuss the matter post season and explore options for taking the appropriate corrective action.

Chapter 7: General Obligations

With respect to intercepting fisheries not dealt with elsewhere in this Annex, unless otherwise agreed, neither Party shall initiate new intercepting fisheries, nor conduct or redirect fisheries in a manner that intentionally increases interceptions.

Attachments to the Pacific Salmon Treaty

Attachment A:

Amendment to Annex I of the Pacific Salmon Treaty

The Parties agree to add paragraph (d) as follows :

d) a Transboundary Panel for salmon originating in the Asek, Stikine and Taku River systems.

Attachment B:

Management of Northern Boundary Coho

1. The Government of Canada and the Government of the United States (the “Parties”) agree on the following actions to be taken by their respective management authorities in implementation of the conservation provisions of the Pacific Salmon Treaty.
2. If projected all-gear commercial catch of coho salmon in Southeast Alaska is less than 1.1 million wild fish (as determined from the historical relationship between average catch per boat day in the Alaska troll fishery during statistical weeks 28 and 29 and the total all-gear coho catch in Southeast Alaska), then Alaska will close its troll fishery for up to seven days beginning on or about July 25. If Alaska closes its troll fishery based on this assessment, Canada will close its troll fishery in Areas 1, 3, 4, 5 and adjacent offshore areas for the same time period.
3. If the Alaska Fisheries Performance District (“FPD”) Area 6 troll fishery statistical week 27, 28 and 29 average catch per boat day is:
 - (a) less than 10, Alaska will close its troll during statistical weeks 31, 32 and 33 in waters south of a line from
 - 1) Male Point at 54°47’46”N - 130°36’57”W to
 - 2) Foggy Point at 54°55’20”N - 130° 58’43”W to
 - 3) Duke Point at 54°55’20”N - 131°11’52”W to

- 4) Percy Point at 54°56'49"N - 131°36'58"W to
- 5) Rip Point at 55°02'15"N - 131°58'51"W to
- 6) Leading Point at 54°48'43"N - 132°22'25"W to
- 7) Dall Island at 54°48'43"N - 132°49'06"W to
- 8) Sakie Point at 55°03'25"N - 133°13'30"W to
- 9) Eagle Point on Dall Island at 55°14'32"N - 133°13'06"W to
- 10) Point Arboleda at 55°19'08"N - 133°27'35"W to
- 11) Point San Roque at 54°20'12"N - 133° 32'36"W to
- 12) Cape Ulitka at 55°33'47"N - 133°43'39"W to
- 13) Cape Lynch at 55°46'59"N - 133°41'47"W to
- 14) Helm Point at 55°49'34"N - 134°16'41"W and then
- 15) westward along the parallel of latitude of 55°49'34"N to the limit of the U.S. Exclusive Economic Zone.

Canada agrees to close its troll fishery in Areas 1, 3, 4, 5 and adjacent offshore areas for the same time period.¹⁸

(b) between 10 and 14, Alaska will close its troll fishery during statistical weeks 31 and 32 in waters south of a line from:

- 1) Male Point at 54° 47'46"N - 130°36'57"W to
- 2) Foggy Point at 54°55'20"N - 130°58'43"W to
- 3) Duke Point at 54°55'20"N - 131°11'52"W to
- 4) Percy Point at 54° 56'49"N - 131° 36'58"W to
- 5) Rip Point at 55°02'15"N - 131°58'51"W to

¹⁸ The Parties agree to review the decision to close the fishery after fourteen days and consider any new information regarding the need for continuation of the fishery closure.

- 6) Leading Point at 54°48'43"N - 132°22'25"W to
- 7) Dall Island at 54°48'43"N - 132° 49'06"W to
- 8) Sakie Point at 55°03'25" - 133°13'30"W and then
- 9) westward along the parallel of latitude of 55°03'25"N to the limit of the U.S. Exclusive Economic Zone.

Canada agrees to close its troll fishery in Areas 1, 3, 4 and 5 and adjacent offshore areas for the same time period.

- (c) between 15 and 22, Alaska will close its troll fishery beginning in statistical week 31 and continuing for 10 days in the same waters referred to in subparagraph (b) above. Canada agrees to close its troll fishery in Areas 1, 3, 4 and 5 and adjacent offshore areas for the same time period.
4. In addition, the Parties agree:
- (a) Canadian managers from the North Coast Division and U.S. managers from Southeast Alaska will exchange on a weekly basis information on coho regarding stock status, catches and fishery management information including open areas and times for each fishery;
 - (b) the Northern Boundary Technical Committee shall develop a work plan to develop MSY escapement goals for Skeena and Nass River coho, to improve stock assessment programs, to develop in-season and post-season abundance determinations and to improve fishery performance data;
 - (c) that the calculation of the catch per unit effort (the "CPUE") associated with the closure of the Southeast Alaska troll fishery when the all-gear harvest is projected to be less than 1.1 million wild fish may change over time as methods and assessments improve. Any new method will be bilaterally reviewed prior to its implementation;
 - (d) that, in the event that Alaskan troll fishery effort in FPD Area 6 is insufficient to provide necessary CPUE data for the determination under paragraph 2 above, the Parties agree to consult prior to statistical week 29 and consider other in-season abundance data to make such determinations; and

- (e) that, during the period of closure referred to above, the Parties may agree on the employment of selective fishing techniques in their troll fisheries to access other species or stocks pursuant to relevant Annex IV provisions.

5. Alaska will maintain its troll management plan with regard to closure of up to 10 days in early to mid August. Alaska may modify its troll management plan in future years to address or reduce incidental mortality of chinook in the coho fishery. Alaska will consult with Canada regarding any such changes prior to implementation.

The provisions of this agreement are without prejudice to the position of either Party with respect to the location of the maritime boundary in the Dixon Entrance area.

Attachment C:

Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund

The Government of Canada and the Government of the United States agree that:

1. There shall be established a Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund, hereinafter referred to as “the Northern Fund”.
2. The geographic area for the Northern Fund shall be Northern and Central British Columbia, Southeast Alaska, and the drainage of the Alsek, Taku and Stikine Rivers.
3. The Northern Fund shall be used to support the following activities:
 - (a) development of improved information for resource management, including better stock assessment, data acquisition, and improved scientific understanding of factors affecting salmon production in the freshwater and marine environments;
 - (b) rehabilitation and restoration of habitat, and improvement of natural habitat to enhance productivity and protection of Pacific salmon; and
 - (c) enhancement of wild stock production through low technology techniques rather than through large facilities with high operating costs.

4. The Northern Fund shall be constituted by a grant of \$75 million USD to be provided by the United States subject to the obtaining of specific legislative authority and the availability of funds. Either Party may make additional contributions to the Northern Fund. Contributions to the Northern Fund by a third party may be made with the agreement of the Parties.
5. The Northern Fund shall be held by the Pacific Salmon Commission pursuant to the Pacific Salmon Commission bylaws and invested in accordance with the terms of a “Trust Agreement” to be drawn up by the Parties.
6. The Northern Fund shall be administered by a Northern Fund Committee, composed of 3 representatives appointed by the Government of Canada and 3 representatives appointed by the Government of the United States, which will be responsible for the approval of expenditure of monies from the Northern Fund. Expenditures shall not exceed the earnings from the invested principal of the Northern Fund. The cost of administering the Northern Fund shall be drawn from the income of the Northern Fund.
7. The Northern Fund Committee shall develop procedures for the acceptance, review, evaluation and approval of proposals for the use of the income of the Northern Fund.
8. Monies from the Northern Fund shall be disbursed by the Pacific Salmon Commission at the direction of the Northern Fund Committee. No funds may be disbursed from the Northern Fund after the expiration of the fishery arrangements in Chapters 1, 2 and 3 of Annex IV of the Pacific Salmon Treaty until new fishing arrangements are agreed by the Parties.
9. In the event that the above provisions relating to the Northern Fund, or the Pacific Salmon Treaty, are terminated, all monies in the Northern Fund shall, subject to the provisions of the Trust Agreement, revert back to the Party that contributed those monies. Any investment income earned up to the date of reversion shall be distributed to the Parties in proportion to their contribution.

Southern Boundary Restoration and Enhancement Fund

The Government of Canada and the Government of the United States agree that:

1. There shall be established a Southern Boundary Restoration and Enhancement Fund, hereinafter referred to as “the Southern Fund.”

2. The geographic area for the Southern Fund shall be southern British Columbia, the States of Washington and Oregon, and the Snake River basin in Idaho.
3. The Southern Fund shall be used to support the following activities:
 - (a) development of improved information for resource management, including better stock assessment, data acquisition, and improved scientific understanding of limiting factors affecting salmon production in the freshwater and marine environments;
 - (b) rehabilitation and restoration of marine and freshwater habitat, and improvement of habitat to enhance productivity and protection of Pacific Salmon; and
 - (c) enhancement of wild stock production through low technology techniques rather than through large facilities with high operating costs.
4. The Southern Fund shall be constituted by a grant of \$65 million USD to be provided by the United States, subject to the obtaining of specific legislative authority and the availability of funds. Either Party may make additional contributions to the Fund. Contributions to the Southern Fund by a third party may be made with the agreement of the Parties.
5. The Southern Fund shall be held by the Pacific Salmon Commission pursuant to the Pacific Salmon Commission bylaws and invested in accordance with the terms of a “Trust Agreement” to be drawn up by the Parties.
6. The Southern Fund shall be administered by a Southern Fund Committee, composed of 3 representatives appointed by the Government of Canada and 3 representatives appointed by the Government of the United States, which will be responsible for the approval of expenditure of moneys from the Southern Fund. Expenditures shall not exceed the earnings from the invested principal of the Southern Fund. The cost of administering the Southern Fund shall be drawn from the income of the Southern Fund.
7. The Southern Fund Committee shall develop procedures for the acceptance, review, evaluation and approval of proposals for the use of the income of the Southern Fund.

8. Monies from the Southern Fund shall be disbursed by the Pacific Salmon Commission at the direction of the Southern Fund Committee. No funds may be disbursed from the Southern Fund after the expiration of the fishery arrangements in Chapters 3 to 6, inclusively, of Annex IV of the Pacific Salmon Treaty until new fishing arrangements are agreed by the Parties.
9. In the event that the above provisions relating to the Southern Fund, or the Pacific Salmon Treaty, are terminated, all monies in the Southern Fund shall, subject to the provisions of the Trust Agreement, revert back to the Party that contributed those monies. Any investment income earned up to the date of reversion shall be distributed to the Parties in proportion to their contribution.

Attachment D:

Renewed Cooperation on Scientific and Institutional Matters

Recognizing the advantages of enhanced cooperation in the management and stewardship of Pacific salmon,

Recognizing the benefits of increased stability in the management and stewardship of Pacific salmon under the Pacific Salmon Treaty,

Recognizing the benefits of continued bilateral agreement,

Recognizing the advantages of consultation and cooperation on science and information exchange,

Recognizing the benefits of processes for getting information for management, including the development of common assessment models,

Recognizing the need to develop clearer distinctions between technical and policy issues,

Recognizing that improved institutional arrangements and greater cooperation on science will facilitate improved resource management,

The Government of Canada and the Government of the United States (the "Parties") agree to:

- (a) participate, to the extent practicable, in each other's public consultation processes leading to the establishment of annual management regimes;

- (b) encourage greater cooperation between fisheries managers through, *inter alia*, staff exchange arrangements, workshops and timely exchange of data;
- (c) review the committee structure of the Pacific Salmon Commission (the “Commission”) to ensure that current committees are functioning effectively;
- (d) request the Commission to eliminate the Committee on Research and Statistics and to reconstitute it as the Committee on Scientific Cooperation which shall be comprised of no more than eight members, drawn from both governmental and non-governmental scientific communities, to be nominated four each by the respective National Sections of the Commission with the mandate to:
 - (i) assist in consultation with the scientific and technical committees of the Commission in setting the scientific agenda for the Commission, including identifying emerging issues and subjects for research and monitoring progress;
 - (ii) monitor the progress of the Parties in enhancing cooperation and consultation on science including such matters as timely data exchange, the development of common assessment models, and scientific and technical exchanges;
 - (iii) provide support to the scientific and technical committees of the Commission including advising the Commission at its request on the distinction between technical and policy issues, and assisting in arranging peer review evaluation of scientific reports;
 - (iv) undertake the tasks assigned to it in the agreement on Habitat and Restoration; and
 - (v) make recommendations to the Parties on enhancing scientific consultation and cooperation ;
- (e) encourage the resolution of scientific issues at the technical level through the Commission’s committees; and

- (f) request the Commission to elaborate rules and procedures, as necessary, for the implementation of the process set out in Article XII of the Pacific Salmon Treaty.

Attachment E:

Habitat and Restoration

Considering agreements reached between the Government of the United States and the Government of Canada (the “Parties”) to implement abundance-based management regimes designed to prevent overfishing;

Taking into account the decline in abundance and productivity of important naturally spawning stocks of Pacific salmon subject to the Pacific Salmon Treaty (the “Treaty”);

Recognizing that protection and restoration of salmon habitat and maintenance of adequate water quality and quantity are vital to achieving improved spawning success, safe passage of adult and juvenile salmon and, therefore, optimum production of important naturally spawning stocks;

Recognizing that the principles and objectives of the Treaty can only be achieved if the Parties maintain and increase the production of natural stocks;

Recognizing that a carefully designed enhancement program would contribute significantly to the restoration of depressed natural stocks and assist the Parties in achieving optimum production;

Desiring to cooperate so as to achieve optimum production, the Parties agree:

- 1) To use their best efforts, consistent with applicable law, to:
 - a) protect and restore habitat so as to promote safe passage of adult and juvenile salmon and achieve high levels of natural production,
 - b) maintain and, as needed, improve safe passage of salmon to and from their natal streams, and
 - c) maintain adequate water quality and quantity.
- 2) To promote these objectives by requesting the Commission to report annually to the Parties on:

- a) naturally spawning stocks subject to the Treaty for which agreed harvest controls alone cannot restore optimum production,
 - b) non-fishing factors affecting the safe passage of salmon as well as the survival of juvenile salmon which limit production of salmon identified in sub-paragraph 2(a) above,
 - c) options for addressing non-fishing constraints and restoring optimum production, and
 - d) progress of the Parties' efforts to achieve the objectives of this agreement for the stocks identified in sub-paragraph 2(a) above.
- 3) The Committee on Scientific Cooperation, when constituted, shall, in consultation with the scientific and technical committees of the Pacific Salmon Commission (the "Commission"), provide advice to the Commission for referral to the Parties regarding non-fishing factors affecting the safe passage and optimum production of salmon.

Chapter 8: Yukon River (added December 4, 2002)

ATTACHMENT A

Amendment to Annex I of the Pacific Salmon Treaty

The Parties agree to add a new paragraph (e) as follows:

"(e) a Yukon River Panel for salmon originating in the Yukon River."

ATTACHMENT B

Amendment to Annex IV of the Pacific Salmon Treaty

The Parties agree to add a new Chapter 8 as follows:

Chapter 8
Yukon River

1. The Parties recognize:
 - (a) the uniqueness of the Yukon River and its salmon fisheries; having as their principal goal to rebuild and conserve stocks and provide benefits to the fisheries of both countries on this river system, which means the maintenance in both countries of viable fisheries on the Yukon River;
 - (b) that subsistence fisheries in Alaska have priority over other fisheries in Alaska;
 - (c) that aboriginal fisheries in Yukon have priority over other fisheries in Yukon;
 - (d) that salmon stocks originating from the Yukon River in Canada are harvested by fishers of both Canada and the United States and that effective conservation and management of these resources are of mutual interest; and
 - (e) that considerable work remains to be done to understand the composition of stocks in the various Yukon River fisheries and to develop effective management techniques based on precautionary management approaches.

Definitions

2. For the purpose of this Chapter,
 - (a) "Enhancement" means expanding a wild salmon stock beyond its natural production level;
 - (b) "Mainstem Yukon River in Canada" means the Yukon River drainage in Canada, excluding the Porcupine River drainage;
 - (c) "Restoration" means returning a wild salmon stock to its natural production level;
 - (d) "Yukon" means the Yukon Territory of Canada;
 - (e) "Yukon River" means the entire Yukon River drainage in Canada and the United States;

- (f) "Yukon River in Canada" means the entire Yukon River drainage in Canada, including the Porcupine River drainage; and
- (g) "Total Allowable Catch (TAC)" means the total run size of each salmon stock less the agreed spawning escapement objective for that stock.

Application

- 3. This Chapter applies to salmon originating in the Yukon River.

General

- 4. Each Party shall designate its management entity responsible for the harvest of salmon referred to in paragraph 3.
- 5. The Parties shall seek to ensure effective conservation and management of stocks originating in the Yukon River.
- 6. When a fishery is managed under a guideline harvest range regime:
 - (a) the United States shall manage its fishery with a view to delivering to the Alaska-Yukon border the agreed spawning objective plus the midpoint of the Canadian guideline harvest range; and
 - (b) Canada shall manage its fishery within its guideline harvest range with a view to achieving the agreed spawning escapement objective. In years when the number of salmon reaching the Yukon River mainstream border exceeds the upper end of the Canadian guideline harvest range plus the upper end of the agreed spawning escapement objective, Canada may, subject to paragraph 18, utilize the surplus.
- 7. The respective management entities shall consult closely and where possible co-ordinate pre-season management planning and in-season responses to run assessments. If it is determined in-season that pre-season management measures agreed to by the Panel are insufficient to achieve agreed spawning escapement objectives, the management entities shall consider taking further conservation measures to meet the escapement objectives.
- 8. The harvest sharing arrangement for Canadian-origin Mainstem Yukon River chum salmon shall be specified in Appendix 1, as amended from time to time by agreement of the Parties.

9. The harvest sharing arrangement for Canadian-origin Mainstem Yukon River chinook salmon shall be specified in Appendix 2, as amended from time to time by agreement of the Parties.
10. Subject to budgetary limitations, the Parties shall seek to implement the fisheries research and management programs recommended by the Panel on the advice of the Joint Technical Committee (JTC) for co-ordinated management of Yukon River chum and chinook salmon stocks.
11. Notwithstanding paragraph 10, each Party shall seek to implement such research and management programs as may be required to implement this Agreement.
12. The Parties shall maintain efforts to increase the in-river run of Yukon River origin salmon by reducing marine catches and by-catches of Yukon River salmon. They shall further identify, quantify and undertake efforts to reduce these catches and by-catches.
Yukon River Panel
13. Subject to the approval of the Parties, the Yukon River Panel shall make such by-laws and procedural rules for itself as may be necessary for the exercise of its functions and the conduct of its meetings.
14. The Yukon River Panel shall make recommendations to the management entities concerning the conservation and co-ordinated management of salmon originating in the Yukon River in Canada.
15. The respective management entities shall take into account the recommendations of the Yukon River Panel in the adoption of regulations, and shall ensure the enforcement of these regulations. These entities shall exchange annual fishery management plans prior to each season.
16. Based on recommendations of the Joint Technical Committee,
 - (a) the Yukon River Panel may from time to time recommend spawning escapement objectives for implementation by the Parties through their management entities; and
 - (b) the Yukon River Panel may revise the spawning escapement objectives for rebuilt stocks in Appendixes 1 and 2.

17. Each year the Yukon River Panel shall review the performance of the fishery management regimes of both Parties for the preceding season with a view to making recommendations to the respective management entities for improving management performance in order to achieve agreed objectives in future years.
18. For any year when a strong run is anticipated, the Yukon River Panel may recommend a spawning escapement objective greater than the agreed level.
19. If the Panel makes such a recommendation as specified in paragraph 18, the United States will endeavour, for that year, to deliver to the Canadian border on the mainstem Yukon River the number of salmon necessary to meet the spawning escapement objective recommended by the Panel, plus the agreed Canadian harvest share.
20. In any year of a strong run, the United States agrees to consider increasing the border escapement to a level greater than agreed in order to allow a higher spawning escapement for that year.

Joint Technical Committee

21. The Parties shall maintain the Yukon River Joint Technical Committee (JTC) established by paragraph C.2 of the Memorandum of Understanding regarding the Treaty, done at Ottawa 28 January 1985, which shall continue to report to the Yukon River Panel. The JTC shall meet annually or more frequently at the direction of the Yukon River Panel to, inter alia:
 - (a) assemble and refine information on migratory patterns and the extent of exploitation in fisheries harvesting Yukon River origin salmon;
 - (b) review existing assessment techniques and investigate new ways for determining total return and escapement and make recommendations on optimum spawning escapement objectives;
 - (c) examine past and current management regimes and recommend how they may be better formulated to achieve escapement objectives;
 - (d) exchange information on existing and proposed restoration and enhancement programs, identify restoration and enhancement

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opportunities and evaluate the management consequences of harvests of restored or enhanced fish;

- (e) develop and recommend restoration and enhancement programs to be funded by the Yukon River Salmon Restoration and Enhancement Fund;
- (f) monitor and co-ordinate agreed research programs and recommend research required in order of priority to enable the Parties to effectively implement this Chapter;
- (g) evaluate annually the status of Canadian origin chum and chinook salmon stocks and make recommendations for adjustments to the rebuilding programs set out in this Chapter;
- (h) annually, no later than 30 April, provide the Panel with run outlooks and proposed in-season management strategies designed to achieve escapement objectives and agreed harvest shares of Canadian-origin salmon stocks;
- (i) use existing procedures and investigate new ways to evaluate progress in rebuilding salmon stocks where necessary;
- (j) investigate and recommend stock separation studies that would assist in developing specific fishery management programs for individual salmon stocks;
- (k) review and analyse the effectiveness of alternative fishery regulatory measures to satisfy conservation objectives;
- (l) submit an annual report to the Yukon River Panel on fishery performance, including harvests and fishing effort of all user groups, fish values made available by either side and biological status of stocks;
- (m) review information available on coho salmon originating in the Yukon River, and undertake assessments of such stocks;
- (n) report on the condition of salmon habitat and recommend measures to be taken to protect or enhance salmon habitat;
- (o) when appropriate, provide an evaluation of the ecological and genetic risks of restoration or enhancement, socio-economic

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impacts, and identify alternative actions including but not restricted to fishery management actions;

- (p) recommend levels for restored stocks consistent with natural habitat capacity; and
- (q) undertake other assignments as may be requested from time to time by the Yukon River Panel.

Rebuilding Mainstem Yukon River Chum and Chinook Stocks

- 22. With respect to chum and chinook salmon originating in the Yukon River in Canada, when spawning escapements fall below target levels for rebuilt stocks as specified in Appendices 1 and 2 to Chapter 8, Annex IV, upon recommendation of the Yukon River Panel, the Parties shall, through their respective management entities, implement a brood year rebuilding program for the Canadian mainstem stocks. The objective of the rebuilding plan shall be to systematically, as per paragraph 23 below, rebuild the spawning escapement in subsequent return years to the escapement objectives specified from time to time in Appendix 1 for chum and in Appendix 2 for chinook salmon.
- 23. The rebuilding program shall take into account the relative health of the brood years with the object of rebuilding stronger brood years in one cycle and weaker brood years in no more than three cycles in equal increments. For greater certainty, a cycle for chum salmon is typically considered to be four years, and for chinook salmon, six years, although the Panel may incorporate other age components in designing rebuilding programs.
- 24. Based on the recommendations of the JTC, the Yukon River Panel shall establish and modify as necessary interim escapement objectives of the rebuilding program.

Porcupine River

- 25. To ensure maximum benefits accrue to Porcupine River spawning escapements, the Parties shall:
 - (a) not initiate new fisheries on Canadian-origin stocks within the Porcupine River drainage before December 31, 2006; and

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(b) following this period, any Party that intends to initiate a new fishery on the Porcupine River shall inform the Yukon River Panel, which shall recommend conservation and management measures.

26. With respect to the Fishing Branch River chum salmon, the Parties agree that when spawning escapements fall below target levels for this stock as specified in Appendix 1 to Attachment B, the Yukon River Panel shall consider the need to develop a rebuilding plan based on information and analysis from the JTC. If the Yukon River Panel decides that such a plan is needed, it shall request the JTC to prepare a range of rebuilding plan options, including allowing this stock to rebuild as a result of the rebuilding program for the Yukon River Mainstem fall chum salmon stock. The Panel shall determine which plan to recommend to the respective management entities.
27. The Parties shall, through their respective management entities, implement the rebuilding plan.
28. Following rebuilding, the Yukon River Panel may recommend catch shares for the Canadian-origin Porcupine River chum salmon stocks.
29. If sufficient information becomes available for chinook and coho salmon stocks originating in the Porcupine River in Canada, the Panel, upon recommendation of the JTC, shall develop a conservation and management program for these stocks.

Habitat

30. In light of the benefits they receive from the salmon originating in their portions of the Yukon River, the Parties agree that:
- (a) salmon should be afforded unobstructed access to and from, and use of, existing migration, spawning and rearing habitats;
 - (b) respective water quality standards should be maintained and enforced;
 - (c) productive capacity of the salmon habitat on both sides of the Alaska-Yukon border should be maintained in order to achieve the objectives of this Chapter; and

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- (d) should access be obstructed, water quality standards be degraded or productive capacity of the salmon habitat be diminished to a degree that affects the objectives established in this Chapter, the Yukon River Panel may recommend corrective actions which may include adjustments to fishing patterns, border escapement objectives and guideline harvest ranges.

Restoration and Enhancement

- 31. Each Party shall assist the Yukon River Panel in developing and implementing the programs referred to in paragraph 1 of Attachment C and shall, in particular, provide essential support, as required, for programs in its portion of the Yukon River.
- 32. Unless the Parties jointly decide otherwise, on the basis of recommendations by the Yukon River Panel, the primary objective of:
 - (a) restoration and conservation programs and projects shall be to increase spawning escapements in areas requiring restoration;
 - (b) enhancement projects shall be to increase harvests taking into account the conservation of wild stocks.
- 33. Harvest shares for salmon produced by enhancement activities shall be recommended by the Yukon River Panel.
- 34. The Principles and Guidelines for operation of the Yukon River Restoration and Enhancement Fund are set out in Appendix 1 to Attachment C.
- 35. Contributions to be made by the United States to the Fund are set out in Appendix 2 to Attachment C.

Appendix 1:

Escapement Objectives for and Harvest Sharing of Canadian-Origin Chum Salmon

- 1. Subject to paragraph 16 of this Chapter, the Parties agree that the escapement objective for the rebuilt chum salmon stock:

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- (a) in the mainstem Yukon River in Canada shall be greater than 80,000 chum salmon; and
 - (b) upstream from the Fishing Branch River weir site shall be 50,000 to 120,000 chum salmon.
2. Harvest of Mainstem Yukon River chum salmon shall be shared beginning in 2001, and continuing until amended by the Parties, on the following basis:
- (a) when the Total Allowable Catch (TAC) is between zero and 120,000 chum salmon, the guideline harvest range for Canada shall be between 29% and 35% of the TAC;
 - (b) when the TAC is above 120,000 chum salmon, the guideline harvest range shall be between 29% and 35% of 120,000, i.e., 34,800 and 42,000 chum salmon, plus 50% of the portion of the TAC greater than 120,000 chum salmon.

Appendix 2:

Escapement Objective for and Harvest Sharing of Canadian-Origin Yukon River Chinook Salmon

1. Subject to paragraph 16 of this Chapter, the Parties agree that the spawning escapement objective for the rebuilt chinook salmon stock in the Mainstem Yukon River shall be 33,000 to 43,000 chinook salmon.
2. Harvest of Mainstem Yukon River chinook salmon shall be shared beginning in 2001, and continuing until amended by the Parties, on the following basis:
 - (a) when the Total Allowable Catch (TAC) is between zero and 110,000 chinook salmon, the guideline harvest range for Canada shall be between 20% and 26% of the TAC;
 - (b) when the TAC is above 110,000 chinook salmon, the guideline harvest range for Canada shall be between 20% and 26% of 110,000, i.e., 22,000 and 28,600 chinook salmon, plus 50% of the portion of TAC greater than 110,000 chinook salmon.

Restoration and Enhancement Fund

1. Parties hereby establish the Yukon River Salmon Restoration and Enhancement Fund, hereinafter referred to as “the Fund”, to be managed by the Yukon River Panel, which shall be used for the following purposes:
 - (a) programs, projects and associated research and management activities on either side of the Alaska-Yukon border directed at the restoration, conservation and enhancement of Canadian origin salmon stocks;
 - (b) programs and projects that are directed at developing stewardship of salmon habitat and resources and maintaining viable salmon fisheries in the Yukon River in Canada.
2. Programs, projects and activities shall be funded based on the Principles and Guidelines set out in Appendix 1 hereto.
3. Subject to the availability of appropriated funds, the United States shall, beginning in U.S. fiscal year 2002, make an annual financial contribution to the Fund, in the amount set out in Appendix 2 hereto. The United States will endeavor to make the contribution in the first quarter of each U.S. fiscal year.
4. If in any year the United States does not make an annual contribution as required in paragraph 3, this Chapter is suspended until the United States makes such contribution for that year.
5. The cost of administering the Fund shall be drawn from the Fund.
6. The Fund shall be open for additional financial contributions from any source.
7. Monies from the Fund shall be disbursed by the Yukon River Panel according to the following rules:
 - (a) with regard to paragraphs 1 a) and b), the percentage in Appendix 2 hereto of annual available funds shall be disbursed on Canadian programs and projects approved by the Canadian section of the Yukon River Panel based on recommendations by the Canadian section of the JTC and found by the Yukon River Panel as a whole to be consistent with the Principles and Guidelines set out in Appendix 1 hereto; and

- (b) the balance of annual available funds shall be disbursed at the direction of the Yukon River Panel as a whole based on recommendations by the JTC as a whole.
8. Monies disbursed from the Fund shall be accounted for as directed by the Yukon River Panel.

Appendix 1:

Principles and Guidelines For Restoration, Conservation and Enhancement Programs and Projects

Principles

1. Restoration, conservation and enhancement programs and projects shall be consistent with the protection of existing wild salmon stocks and the habitats upon which they depend.
2. Given the wild nature of the Yukon River and its salmon stocks, and the substantial risks associated with large-scale enhancement through artificial propagation, such enhancement activities are inappropriate at this time.
3. Artificial propagation shall not be used as a substitute for effective fishery regulation, stock and habitat management or protection.

Guidelines

4. The priorities for implementing programs and projects using monies disbursed from the Fund shall be in this order with regard to Attachment C, paragraph 1 a):
 - (a) restoring habitat and wild stocks;
 - (b) conserving habitat and wild stocks;
 - (c) enhancing habitat; and
 - (d) enhancing wild stocks.
5. Programs and projects using monies disbursed from the Fund with regard to Attachment C, paragraph 1 b) shall be limited to:

- (a) encouraging habitat stewardship, conservation and reclamation in activities and industries that impact salmon and their habitats.
 - (b) maintaining viable salmon fisheries in the Yukon River in Canada, thus establishing incentives for the conservation and stewardship of salmon and their habitats. Funding for commercial salmon fishing and processing shall be limited to the development of infrastructure, capital equipment expenditures and, in years when no commercial processing occurs, the maintenance of processing infrastructure.
- 6. Programs and projects shall be evaluated by the Yukon River Panel based on a Yukon River basin wide stock rebuilding and restoration plan to be developed and updated periodically by the Panel. As an integral part of restoration, habitat conservation, and enhancement planning the Panel shall undertake careful assessment and inventory of wild stocks, their health, habitat, and life history.
 - 7. The Yukon River Panel shall apply the most stringent of the fish genetics and fish disease policies of the management entity of either Party to restoration or enhancement programs and projects.
 - 8. Following JTC evaluation of proposed programs and projects, each Party shall provide an opportunity for public comment and review of the proposed programs and projects, along with the JTC evaluation.
 - 9. The Yukon River Panel shall decide which programs and projects to fund, based on these guidelines, the JTC evaluation and any public comments received.

Appendix 2:

U.S. Contributions

- 1. Subject to the availability of appropriated funds, beginning in U.S. fiscal year 2002, the United States shall contribute 1.2 million USD annually to the Fund until this Appendix is amended by the Parties.
- 2. The percentage of annually available funds to be made available for projects referred to in paragraph 7 a) of Attachment C shall be 50% until this Appendix is amended by the Parties.

Memorandum of Understanding, August 13, 1985

The Government of Canada and the United States of America have agreed to record the following in connection with the Treaty Concerning Pacific Salmon; in order to set out the intention of the Parties with respect to implementation of Article III, paragraph 1(b) of the said Treaty, Data Sharing and the Yukon River, Transboundary Rivers and the Northern Boundary - Southern Alaska fisheries:

A. Implementation of Article III, paragraph 1 (b)

The principal goals of the Treaty are to enable both countries, through better conservation and enhancement, to increase production of salmon and to ensure that the benefits resulting from each country's efforts accrue to that country. In this regard, research on the migratory movements of stocks subject to interception must be continued for several years. Such research is required not only to determine with more precision the extent of interceptions by both sides, but also to provide an improved basis for conservation and enhancement. The resultant long-term increases in production of salmon should fully justify the short-term expenditures on research.

With respect to the obligation to provide each Party with benefits equivalent to the production of salmon originating in its rivers (contained in Article III, paragraph 1(b) of the Treaty), it is recognized that data on the extent of interceptions in some areas are imprecise and that it is therefore not possible to determine with certainty the total production of salmon from each country's rivers. It is also recognized that methods of evaluating benefits accruing within each country may differ. For these reasons, it is anticipated that it will be some time before the Commission can develop programs to implement the provisions of Article III, paragraph 1(b) in a complete and comprehensive manner. Nevertheless, in the short term, the Commission shall ensure that the annual fishery regimes and understandings regarding enhancement are developed in an equitable manner taking into account the principle outlined in Article III 1(b). In particular, the Commission's decisions take into account changes in the benefits flowing to each of the Parties through alteration in fishing patterns, conservation actions, or as the result of changes in the abundance of the runs.

In the longer term, if it is determined that one country or the other is deriving substantially greater benefits than those provided from its rivers, it would be expected that the Parties would develop a phased program to eliminate the inequity within a specified time period, taking into account the provisions of Article III, paragraph 3. Since correction of imbalances is a national responsibility and may involve differential fishery adjustments or enhancement projects on a regional basis within either country, the Party with the advantage

shall submit appropriate proposals to the Commission for consideration. Such proposals shall be discussed within the Commission and can be reflected in the agreed fishery regimes and co-ordinated enhancement planning in ensuing years.

B. Data Sharing

Considering that development of comprehensive evaluations of management is required in order to assess the impact of such regimes on interception fisheries and on the stocks which contribute to those fisheries for the affective implementation of the Treaty, the Parties consider it necessary to develop a coast-wide stock assessment and management data system, including catch, effort, escapement, and coded-wire tag data that will yield reliable management information in a timely manner and develop analytical models along with standardized methods for monitoring fishing effort. The Parties agree to maintain a coded-wire tagging and recapture program designed to provide statistically reliable data for stock assessments and fishery evaluations. The Parties agree to establish a working group prior to April 1, 1985 to review the program and to make recommendations to the Commission before April 1, 1987.

Therefore, the Parties agree to

- a) develop the capability to use current season coded-wire tag data, fishing data, spawning escapement data, and age composition data for the pre-season management process for the next season;
- b) continue in 1985 and 1986 the research program begun in 1982 in northern British Columbia and Southeast Alaska, designed to develop agreed estimates of rates of interception of salmon in the area;
- c) continue efforts to develop analytical models that forecast abundance and analyze recovery and escapement data to refine stock productivity estimates and monitor and forecast management needs;
- d) improve evaluation of escapements through improved monitoring (key index area streams, standardization of methods, etc.) and coded-wire tag recovery in escapements;
- e) develop and maintain coded-wire tagging programs for key stocks or index groups to measure exploitation rates and better define time-area distribution for development of management options;
- f) obtain coastwide estimates for non-reported incidental catches of juvenile salmon;
- g) evaluate and develop alternative techniques such as electrophoresis, scale analysis, etc., for stock identification in order to identify stocks not represented by coded-wire tag groups;
- h) explore the feasibility of in-season management;

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- i) review annually methodologies and procedures for the purpose of determining performance of applied measures and maintaining "state-of-the-art" fishery management techniques.

C. Yukon River

Considering that salmon stocks originating from the Canadian section of the Yukon River and the Canadian section of the Porcupine River are harvested by fishermen of both Canada and the United States and that effective conservation and management of these resources is of mutual interest, the Parties, in order to facilitate implementation of Article VIII, shall

1. During March 1985, meet in order inter alia, to
 - a) determine current stock status;
 - b) develop preliminary escapement goals;
 - c) examine enhancement opportunities;
 - d) examine conservation concerns, including habitat degradation, and recommend management strategies and goals;
 - e) develop and recommend co-operative research proposals for 1985 and thereafter; and
 - f) notwithstanding the Transboundary River Annex and other provisions of this Memorandum establish the range within which the percentage of the United States harvest of each species of salmon originating in Canadian sections of the rivers that shall be deemed to be of United States origin shall be set, as required by Article VIII, paragraph (4).
2. During March 1985, establish a technical committee to compile available data and itemize research requirements for effective future management and conservation.
3. Notwithstanding the Transboundary River Annex and other provisions of this Memorandum, during October 1985, initiate negotiations as required by Article VIII, paragraph (3), to determine inter alia, the percentage of the United States harvest of each species of salmon originating in Canadian sections of the rivers that shall be deemed to be of United States origin.

D. Transboundary Rivers

Whereas salmon originating in Canadian sections of Transboundary Rivers are subject to harvesting by United States fishermen in United States waters;

And whereas the Parties have encountered difficulties in determining the percentage of the total allowable catch of salmon that shall be deemed to be of

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United States origin for the purpose of implementing Article III, paragraph 1(b) of the Treaty,

The Parties therefore agree that the Commission shall determine this percentage during the first year following the entry into force of the Treaty.

E. Northern Boundary - Southeastern Alaska

In recognition of the Northern Boundary Technical Committee Report that Area 3 net fisheries in Canada harvest both Canadian and United States pink stocks along the boundary areas, Canada shall provide to the United States a plan that ensures that fisheries in this Area are not increased during the period of mid-July through mid-August.

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Diplomatic Note of August 13, 1985 regarding implementation of Article XV (paragraph 3) of the Pacific Salmon Treaty

His Excellency Paul Heron Robinson, Jr.
Embassy of the United States of America
100 Wellington Street
Ottawa, Ontario
K1P 5T1

August 13, 1985

Excellency,

I have the honour to refer to the discussions between representatives of our two Governments and to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon (the Treaty) and to confirm on behalf of the Government of Canada the understanding set out below that has been reached between our two Governments concerning the implementation of Article XV, paragraph 3 of the Treaty.

A. Prior to the first anniversary of the date of entry into force of the Treaty:

1. The Fraser River Panel established pursuant to the Treaty shall assume the following responsibilities consistent with the Treaty:
 - a) review and evaluate information provided by the Parties, pursuant to Article IV, paragraph 3, in order to provide recommendations to the Commission for the fishery regime included in Annex IV;
 - b) make proposals to the Commission regarding regulations for the harvest of Fraser River sockeye and pink salmon within the Fraser Panel Area (the Area);

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- c) collect in-season information on catches within the Area; review information on escapements within the Area; collate information provided by the Parties pursuant to sub-paragraphs D. 3 and D. 4 for fisheries outside the Area; conduct test fishing on Fraser River sockeye and pink salmon; collect data on upriver escapements by observation at Hell's Gate and through the conduct of a hydroacoustic program at Mission Bridge; and design and conduct studies to identify and discriminate between races of Fraser River sockeye and pink salmon harvested in the fisheries including specification of samples required from upriver sections of the Fraser River and from sites outside the Area;
- d) make orders for the adjustment of the fisheries pursuant to Article VI, paragraph 6, on the basis of information garnered under sub-paragraph (c); and
- e) provide the Commission, at the end of each fishing season, with an accounting of the catches, wherever made, of Fraser River sockeye and pink salmon and with an appraisal of the extent to which the Panel achieved the objectives set by the Parties.

2. Canada shall assume all responsibilities of the International Pacific Salmon Fisheries Commission (IPSFC) except those responsibilities specified in sub-paragraph 1.

B. The IPSFC will continue to discharge its responsibilities in the interval between the entry into force of the Treaty, and pursuant to paragraph A, the assumption of responsibilities by Canada and the Fraser River Panel.

C. Prior to the fourth anniversary of the entry into force of the Treaty, the Commission shall review the division of responsibilities set out above.

D. Canada and the United States shall provide to the Commission:

1. the information required by Article IV, paragraph 3;
2. samples required for the racial work referred to in sub-paragraph A.1 (c);
3. information on in-season catches, by time, area, species and gear type, for fisheries outside the Area that harvest sockeye and pink salmon bound for the Fraser River.
4. post-season statistical information regarding Fraser River sockeye and pink salmon catches by time, area, species and gear type;
5. data on spawning escapements for all sockeye and pink stocks which migrate through the Area; and

6. information on any problems identified in achieving national goals resulting from in-season regulation of Area fisheries.

E. The following administrative arrangements shall apply to the transfers of staff from IPSFC:

1. Appropriate members of the existing Fishery Management Division and of other Divisions of the IPSFC shall be transferred to the Commission so that it shall have the capability to perform the following duties:
 - a) the discharge of the responsibilities of the Commission and of the Fraser River Panel as specified, inter alia, in sub-paragraph A.1.;
 - b) interpretation of statistical and biological data and other information referred to in paragraph D;
 - c) collection and assembly of such data as may be required by the Commission and its Panels; and
 - d) preparation of such publications as may be decided upon by the Commission.
2. The staff shall be under the direction of the Executive Secretary pursuant to Article II, paragraph 16.
3. The Operations Division shall be transferred to the Department of Fisheries and Oceans (DFO), Canada, to the extent practicable, and shall continue to carry out upriver work on pink and sockeye salmon in coordination with the staff of the Commission. While there will be some duplication of work in the spawning areas during this initial period, it is anticipated that the Operations Division will eventually be integrated into DFO's Fraser River Management and Enhancement Operations to streamline upriver operations and to avoid duplication. The close working relationship that now exists at the staff level between the IPSFC Fishery Management Division and Operations Division should be maintained between the Commission staff and the appropriate DFO responsibility centres.
4. The Environment Conservation Division, Biology Division and Engineering Division, and appropriate members of the Fishery Management and Administrative Divisions shall be transferred to DFO and integrated as practicable.

5. The transfer of the Fishery Management Division and Operations Division of the IPSFC referred to in sub-paragraphs 1, 3 and 4 shall occur during the period September 1985 to March 1986. The transfer of the Environment Conservation Division, the Biology Division, the Engineering Division and members of the Administrative Division referred to in sub-paragraph 4 may occur at any time within the year after the date of entry into force of the Treaty. Officials of the Parties shall consult with each other and with the IPSFC staff to seek agreement on the specific timing of these transfers, taking into account the need for continued sound management of the fishery resource and administrative and budgetary cycles of the two Governments.

F. In order to ensure continuity in the methodology of collection of upriver data required for the management of Fraser River sockeye and pink salmon:

1. Pending the entry into force of the Treaty, DFO staff shall participate in work directed by IPSFC staff on upriver activities, i.e., production system activities.
2. In the first two years following entry into force of the Treaty, former IPSFC staff members whose responsibilities included upriver work and who become employees of DFO, shall participate as practicable in the carrying out of Canada's upriver responsibilities. With respect to upstream spawning escapement work, the advice of the new Commission's staff shall be sought as appropriate.
3. On request of either Party, opportunities shall be provided for technical experts of either Party or the Commission to observe the data collection operations of the Parties related to the activities of the Fraser River Panel.

G. The Parties shall consult with each other and with the IPSFC staff, with a view, inter alia, to offering employment to IPSFC employees with the new Commission, the Fraser River Panel, or within government agencies of the two Parties on terms and conditions comparable, to the extent practicable, with those they enjoy in IPSFC.

H.

1. The IPSFC library in New Westminster, British Columbia, which contains irreplaceable historical records, shall be transferred to the new Commission and shall be readily accessible to the Fraser River Panel, the Commission and others whose professional needs require use of these library facilities.
2. Other IPSFC assets necessary for the work of the Commission and the Fraser River Panel shall be transferred to the Commission.
3. The remaining assets shall be transferred to Canada.
4. Prior to its dissolution the IPSFC shall in cooperation with the Parties, discharge all its outstanding debts, obligations and liabilities.

I. For a Term to be agreed upon, the new Commission shall maintain the IPSFC scientific and technical publication series in order to provide for reporting of past scientific work carried out under the auspices of the IPSFC.

I have the honour to propose that if the understanding set out in this Note is acceptable to the Government of the United States of America, this Note and your reply to that effect, shall constitute an Agreement between the Government of Canada and the Government of the United States of America regarding the implementation of the Treaty and shall enter into force on the date of your reply.

At the end of the third year after entry into force and at any time thereafter, either Party may give notice of its intention to terminate this Agreement. The Agreement shall terminate one year after notification.

Accept Excellency, the assurance of my highest consideration.

The Secretary of State for External Affairs

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Exchange of Diplomatic Notes (June 30, 1999)

**Note from Canadian Ambassador (Raymond Chretien) to U.S. Ambassador
(Thomas Pickering)**

Canadian Embassy



Ambassade du Canada

Ambassador Thomas Pickering
Acting Secretary of State
Washington, D.C.

June 30, 1999

Note No. 0225

Excellency,

I have the honour to refer to the recent discussions of our respective Chief Negotiators relating to the Treaty between the Government of Canada and the Government of the United States of America Concerning Pacific Salmon, with Annexes, signed at Ottawa, January 28, 1985 (the "Treaty"). As a result of the discussions, I have the honour to propose an Agreement between our two Governments comprised of the following elements:

1. Pursuant to Article XIII of the Treaty, Annex I of the Treaty shall be amended as set out in Attachment A and Annex IV shall be replaced in its entirety by Annex IV, with related understandings, as set out in Attachment A.
2. Provisions regarding Northern Boundary coho salmon shall be as set out in Attachment B.
3. A Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund and a Southern Boundary Restoration and Enhancement Fund shall be established in accordance with the terms and conditions set out in Attachment C.
4. Provisions regarding renewed cooperation on scientific and institutional matters shall be as set out in Attachment D.
5. Provisions regarding cooperation relating to habitat of stocks of Pacific salmon subject to the Treaty shall be as set out in Attachment E.

6. The obligations under this Agreement shall be subject to the obtaining of specific legislative authority from the United States Congress for the Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund and the Southern Boundary Restoration and Enhancement Fund. Such Congressional action (i.e., authorization and appropriation) lies within the discretion of the Congress. Nevertheless, the United States Government shall undertake to seek such legislative authority at an early date. In the event that the United States Government does not make initial funds available for the Funds by December 31, 1999, or in the event that additional installment payments to these Funds are not made by the end of U.S. fiscal year 2001 or by the end of U.S. fiscal year 2002, or in the event that total payment for the two Funds is not made available by the end of U.S. fiscal year 2003, all of the obligations under this Agreement shall be suspended until such funds are available, unless our two Governments agree otherwise.
7. Each Government shall take the necessary steps to implement the obligations under this Agreement consistent with its national laws. In particular, implementation of this Agreement by the United States Government shall be contingent on a determination that the Agreement satisfies the legal requirements under the United States' Endangered Species Act. The United States' Government shall fulfill those requirements as expeditiously as possible consistent with United States' law and shall keep the Government of Canada informed regarding this matter; and advise it of the date on which the legal requirements have been met. In the event that the United States' Government has failed to fulfil the legal requirements of the Endangered Species Act by December 31, 1999, the obligations under this Agreement shall be suspended pending fulfillment of those legal requirements, unless our two Governments agree otherwise.
8. This Agreement shall expire on December 31, 2008, except for the amendment to Annex IV, Chapter 4, regarding Fraser River Sockeye and Pink salmon, which shall expire on December 31, 2010, and Attachments C through E, which shall continue for the duration of the Treaty unless amended or terminated by written agreement of our two Governments. Thereafter, this Agreement may be renewed, revised or terminated by written agreement of our two Governments; in the case of the Annexes, they may be renewed, revised or terminated in accordance with Article XIII of the Treaty. If the Treaty is terminated in accordance with Article XV (2) thereof, this Agreement shall terminate effective from the date of termination of the Treaty.
9. Compliance with this Agreement shall constitute compliance by our two Governments with their obligations under Article III of the Treaty.

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10. A French language text of the attachments to this Note shall be verified and agreed upon by September 30, 1999 through an exchange of diplomatic notes.

If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its attachments, which shall be equally authentic in English and French, and your Excellency's affirmative Note in reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Raymond A. Chretien,
Ambassador



Note from U.S. Ambassador (Thomas Pickering) to Canadian Ambassador (Raymond Chretien)

June 30, 1999

Excellency:

I have the honor to acknowledge receipt of your note No. 0225, dated June 30, 1999, with attachments, which reads as follows:

I have the honour to refer to the recent discussions of our respective Chief Negotiators relating to the Treaty between the Government of Canada and the Government of the United States of America Concerning Pacific Salmon, with Annexes, signed at Ottawa January 28, 1985 (the "Treaty"). As a result of the discussions, I have the honour to propose an Agreement between our two Governments comprised of the following elements:

1. Pursuant to Article XIII of the Treaty, Annex I of the Treaty shall be amended as set out in Attachment A and Annex IV shall be replaced in its entirety by Annex IV, with related understandings, as set out in Attachment A.
2. Provisions regarding Northern Boundary coho salmon shall be as set out in Attachment B.
3. A Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund and a Southern Boundary Restoration and Enhancement Fund shall be established in accordance with the terms and conditions set out in Attachment C.
4. Provisions regarding renewed cooperation on scientific and institutional matters shall be as set out in Attachment D.
5. Provisions regarding coordination relating to habitat of stocks of Pacific salmon subject to the Treaty shall be as set out in Attachment E.
6. The obligations under this Agreement shall be subject to the obtaining of specific legislative authority from the United States Congress for the Northern Boundary and Transboundary Rivers Restoration and Enhancement Fund and the Southern Boundary Restoration and Enhancement Fund. Such Congressional action (i.e., authorization and appropriation) lies within the discretion of the Congress.

7. Nevertheless, the United States Government shall undertake to seek such legislative authority at an early date. In the event that the United States Government does not make initial funds available for the Funds by December 31, 1999, or in the event that additional installment payments to these Funds are not made by the end of U.S. fiscal year 2001 or by the end of U.S. fiscal year 2002, or in the event that total payment for the two Funds is not made available by the end of U.S. fiscal year 2003, all of the obligations under this Agreement shall be suspended until such funds are available, unless our two Governments agree otherwise.
8. Each Government shall take the necessary steps to implement the obligations under this Agreement consistent with its national laws. In particular, implementation of this Agreement by the United States Government shall be contingent on a determination that the Agreement satisfies the legal requirements under the United States Endangered Species Act. The United States Government shall fulfill those requirements as expeditiously as possible consistent with United States law and shall keep the Government of Canada informed regarding this matter, and advise it of the date on which the legal requirements have been met. In the event that the United States Government has failed to fulfil the legal requirements of the Endangered Species Act by December 31, 1999, the obligations under this Agreement shall be suspended pending fulfillment of those legal requirements, unless our two Governments agree otherwise.
9. This Agreement shall expire December 31, 2008, except for the amendment to Annex IV, Chapter 4, regarding Fraser River Sockeye and Pink salmon, which shall expire December 31, 2010, and Attachments C through E, which shall continue for the duration of the Treaty unless amended or terminated by written agreement of our two Governments. Thereafter, this Agreement may be renewed, revised or terminated by written agreement of our two Governments; in the case of the Annexes, they may be renewed, revised or terminated in accordance with Article XIII of the Treaty. If the Treaty is terminated in accordance with Article XV (2) thereof, this Agreement shall terminate effective from the date of termination of the Treaty.
10. Compliance with this Agreement shall constitute compliance by our two Governments with their obligations under Article III of the Treaty.
11. A French language text of the attachments to this Note shall be verified and agreed upon by September 30, 1999 through an exchange of diplomatic notes.

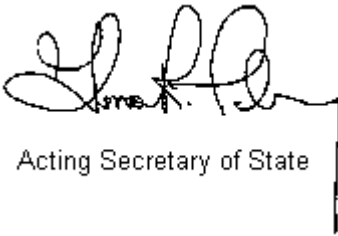
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If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its attachments, which shall be equally authentic in English and French, and your Excellency's affirmative Note in reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

I have the further honor to inform you that the Government of the United States of America accepts the proposal contained in Your Excellency's note and to confirm that your note, with its attachments, and this note in reply shall constitute an Agreement between our two Governments, which shall enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.



Acting Secretary of State

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Exchange of Diplomatic Notes (December 4, 2002)

Note from Canadian Minister of Fisheries and Oceans (Hon. Robert G. Thibault) to U.S. Secretary of State (Hon. Colin L. Powell)

Canadian Embassy



Ambassade du Canada

Washington, December 4, 2002

Note No.0098

Excellency,

I have the honour to refer to the negotiations that have been underway since 1971 concerning the conclusion of a long term agreement for the conservation of salmon stocks originating in the Yukon River in Canada and to propose an Agreement between our two Governments comprising the following elements:

1. Pursuant to Article XIII of the Pacific Salmon Treaty, done at Ottawa on 28 January 1985 (hereinafter "the Treaty"), Annex I of the Treaty shall be amended as set out in Attachment A and Annex IV shall be amended by the addition of a new Chapter 8, as set out in Attachment B.
2. The following Articles of the Treaty shall not apply in relation to Annex IV, Chapter 8:
 - (1) Article II, paragraphs 7, 8, 18, 19, and 20;
 - (2) Article IV
 - (3) Article V;
 - (4) Article VII; and
 - (5) Article XIII, paragraph 2.

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3. Further, with regard to Article XII of the Treaty, for matters related to the Yukon River, the Yukon River Panel shall substitute for the Commission.
4. A Yukon River Salmon Restoration and Enhancement Fund (“the Fund”) shall be established in accordance with the terms and conditions set out in Attachment C.
5. The obligations under this Agreement shall be subject to the obtaining of specific legislative authority from the United States Congress for the Fund. Such Congressional action (i.e., authorization and appropriation) lies within the discretion of the U.S. Congress.
6. If in any year the United States does not make an annual contribution as required in Attachment C, until the United States makes such contribution for that year the Parties’ obligations under this Agreement shall be suspended.
7. Each Government shall take the necessary steps to implement the obligations under this Agreement consistent with its national laws.
8. If the Treaty is terminated in accordance with Article XV(2) thereof:
 - (1) this Agreement shall be suspended and enter into force under the name “Yukon River Salmon Treaty” upon an exchange of diplomatic notes indicating that the necessary internal procedures of the Parties for the entry into force of the Yukon River Salmon Treaty have been completed;
 - (2) the functions of the Yukon River Panel shall be assumed by a new commission, the “Yukon River Salmon Commission”, and the Yukon River Panel shall thereupon cease to exist;
 - (3) other provisions of the Treaty, to the extent they apply to the Yukon River, shall remain in effect as part of the Yukon River Salmon Treaty, mutatis mutandis; and

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- (4) our two Governments shall seek to agree on other measures necessary for the continuation and application of the Yukon River Salmon Treaty.

9. At the end of the third year following its entry into force, and at any time thereafter, either Government may give notice of its intention to terminate this Agreement. The Agreement shall terminate one year following such notification.

If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its attachments, which shall be equally authentic in English and French, and your Excellency's affirmative Note in reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Robert Thibault
Minister, Fisheries and Oceans

Last Updated January 27, 2009

**Note from U.S. Secretary of State (Under Secretary Paula Dobriansky) to
Ambassador of Canada (Michael F. Kergin)**

**DEPARTMENT OF STATE
WASHINGTON**

December 4, 2002

Excellency:

I have the honor to acknowledge the receipt of your Note No. 0098, dated December 4, 2002, with attachments, which reads as follows:

Excellency,

I have the honour to refer to the negotiations that have been underway since 1971 concerning the conclusion of a long term agreement for the conservation of Salmon stocks originating in the Yukon River in Canada and to propose an Agreement between our two Governments comprising the following elements:

1. Pursuant to Article XIII of the Pacific Salmon Treaty, done at Ottawa on 28 January 1985 (hereinafter "the Treaty"), Annex I of the Treaty shall be amended as set out in Attachment A and Annex IV shall be amended by the addition of a new Chapter 8, as set out in Attachment B.
2. The following Articles of the Treaty shall not apply in relation to Annex IV, Chapter 8:

His Excellency

Michael F. Kergin,

Ambassador of Canada.

- (a) Article II, paragraphs 7, 8, 18, 19, and 20;
 - (b) Article IV;
 - (c) Article V;
 - (d) Article VII; and
 - (e) Article XIII, paragraph 2.
3. Further, with regard to Article XII of the Treaty, for matters related to the Yukon River, the Yukon River Panel shall substitute for the Commission.
4. A Yukon River Salmon Restoration and Enhancement Fund (“the Fund”) shall be established in accordance with the terms and conditions set out in Attachment C.
5. The obligations under this Agreement shall be subject to the obtaining of specific legislative authority from the United States Congress for the Fund. Such Congressional action (i.e., authorization and appropriation) lies within the discretion of the U.S. Congress.
6. If in any year the United States does not make an annual contribution as required in Attachment C, until the United States makes such contribution for that year the parties’ obligations under this Agreement shall be suspended.
7. Each government shall take the necessary steps to implement the obligations under this Agreement consistent with its national laws.
8. If the treaty is terminated in accordance with Article XV(2) thereof:
- (a) this Agreement shall be suspended and enter into force under the name “Yukon River Salmon Treaty” upon an exchange of diplomatic notes indicating that the necessary internal procedures of the Parties for the entry into force of the Yukon River Salmon Treaty have been completed;
 - (b) the functions of the Yukon River Panel shall be assumed by a new commission, the "Yukon River Salmon Commission", and the Yukon River Panel shall thereupon cease to exist;

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- (c) other provisions of the Treaty, to the extent they apply to the Yukon River, shall remain in effect as part of the Yukon River Salmon Treaty, *mutatis mutandis*; and
 - (d) our two Governments shall seek to agree on other measures necessary for the continuation and application of the Yukon River Salmon Treaty.
9. At the end of the third year following its entry into force, and at any time thereafter, either Government may give notice of its intention to terminate this Agreement. The Agreement shall terminate one year following such notification.

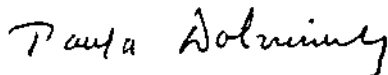
If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its attachments, which shall be equally authentic in English and French, and your Excellency's affirmative Note in reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

I have the further honor to inform you that the Government of the United States of America accepts the proposal contained in your Excellency's Note and to confirm that your Note, with its attachments, and this Note in reply shall constitute an Agreement between our two Governments, which shall enter into force on the date of this Note.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:



Last Updated January 27, 2009

Exchange of Diplomatic Notes (April 26, 2005)

**Note from the Embassy of the United States of America Charge d'Affaires
ad interim (John S. Dickson) to Canadian Minister of Foreign Affairs and
International Trade (Hon. Pierre Pettigrew)**

No. 264

Embassy of the United States of America
Ottawa, April 26, 2005

Excellency:

I have the honor to refer to the Treaty between the Government of the United States of America and the Government of Canada Concerning Pacific Salmon, signed at Ottawa January 28, 2005, as amended, and to the recommendations made by the Pacific Salmon Commission on February 21, 2005, in accordance with Article XIII, paragraphs 2 and 3 of the Treaty.

In accordance with Article XIII, paragraph 3, of the Treaty, I have the further honor to propose that Chapters 1 and 4 of Annex IV of the Treaty be amended to read as set forth in the enclosures to this note.

I have the further honor to propose that, if this proposal is acceptable to the Government of Canada, this note, with its enclosures, and Your Excellency's note in reply to that effect, shall constitute an agreement between our two Governments amending Annex IV of the Treaty, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.


Charge d'Affaires ad interim

Enclosures:

1. Annex IV, Chapter 1
2. Annex IV, Chapter 4

His Excellency

Pierre Pettigrew

Minister of Foreign Affairs and International Trade
Of Canada,

Ottawa

Last Updated January 27, 2009

Exchange of Diplomatic Notes (July 17, 2005)

Note from Legal Adviser (Colleen Sword) to Embassy of the United States of America Charge d'Affaires ad interim (John S. Dickson)

Department of Foreign Affairs
and International Trade



Ministère des Affaires étrangères
et du Commerce international

Excellency,

I have the honour to acknowledge receipt of your Note no. 264 of April 26, 2005, regarding Amendments to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon, signed at Ottawa on 28 January 1985, as amended, which reads as follows:

“Excellency,

I have the honor to refer to the Treaty between the Government of the United States of America and the Government of Canada Concerning Pacific Salmon, signed at Ottawa January 28, 1985, as amended, and to the recommendations made by the Pacific Salmon Commission on February 21, 2005, in accordance with Article XIII, paragraphs 2 and 3 of the Treaty.

In accordance with Article XIII, paragraph 3, of the Treaty, I have the further honor to propose that Chapters 1 and 4 of Annex IV of the Treaty be amended to read as set forth in the enclosures to this note.

I have the further honor to propose that, if this proposal is acceptable to the Government of Canada, this Note, with its enclosures, and Your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments amending Annex IV of the Treaty, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Charge d'Affaires ad interim

Enclosures:

1. Annex IV, Chapter 1
2. Annex IV, Chapter 4"

His Excellency
John S. Dickson
Charge d'Affaires ad interim
Embassy of the United States of America

Last Updated January 27, 2009

- 2 -

I have the further honour to inform you that the proposals outlined in your Note are acceptable to the Government of Canada

Therefore, your Note, with its enclosures, and this Note in reply, with its enclosures, which are equally authentic in English and French, shall constitute an Agreement between the Government of Canada and the Government of the United States of America amending their 1985 Treaty, as amended, concerning Pacific Salmon, which will enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.



Legal Adviser

Ottawa, June 17, 2005

**Exchange of Diplomatic Notes (December 23, 2008)
Note from Chargé d’Affaires ad interim (Guy Saint-Jacques) to Secretary
of State of the United States of America (Hon. Condoleezza Rice)**

Embassy of Canada



Ambassade du Canada

Note No. 0252

Washington, D.C., December 23, 2008

The Honourable Condoleezza Rice
Secretary of State
The United States of America
WASHINGTON, D.C.

Dear Madam Secretary,

I have the honour to refer to the recent recommendations of the Pacific Salmon Commission relating to certain chapters of Annex IV of the *Treaty between the Government of Canada and the Government of the United States of America Concerning Pacific Salmon*, done at Ottawa on 28 January, 1985 (the “Treaty”). Those chapters are scheduled to expire by their own terms on 31 December, 2008. I therefore have the honour to propose an agreement between our two Governments, pursuant to Article XIII of the Treaty, to amend Annex IV as follows (“Agreement”):

1. Annex IV, Chapters 1, 2, 3, 5 and 6 of the Treaty, with related understandings, appendices and attachments, shall be replaced in their entirety by the amended Annex IV, Chapters 1, 2, 3, 5, and 6, with related understandings, appendices and attachments comprising the Appendix to this note. Further, the provisions for the Management of Northern Boundary Coho set out in Attachment B to the 1999 Agreement shall be replaced in their entirety by “Attachment B: Management of Northern Boundary Coho” set out in the Appendix to this note.
2. Our two Governments hereby agree to fulfill their respective obligations to provide funds as set forth in paragraphs 3 and 4 of the amended Annex IV, Chapter 3, of the Treaty (“amended Chapter 3”) in accordance with the following timetable:
 - a. Beginning no later than 2010, each Government shall provide \$1.5 million in its respective currency each year for five years (for a total of \$7.5 million in each respective currency) to implement critical improvements within its respective jurisdiction to the coast wide coded wire tagging program as provided for in amended Chapter 3, subparagraph 3(b);

Canada¹

- b. The United States Section of the Pacific Salmon Commission shall make available up to \$1.0 million (U.S.) over a two-year period beginning in 2009 to implement measures to improve the bilateral Chinook model and related management tools as provided for in amended Chapter 3, subparagraph 3(c);
 - c. In each of two U.S. fiscal years from 2009 to 2011, or sooner, the United States Government shall make \$15 million (U.S.) available to Canada (for a total of \$30 million), which Canada shall use for the purposes and subject to the conditions specified in amended Chapter 3, paragraph 4.
3. Notwithstanding paragraph 2, above, our two Governments understand that the provision of funding by the United States Government is subject to the appropriation of funds by the appropriate governmental authority and to related laws and regulations. The United States Government undertakes to seek necessary appropriations and any related changes to laws at an early date to implement this agreement. Likewise, the Government of Canada undertakes to seek the funds referred to in subparagraph 2(a) above. Should such legislative authority and appropriations not be obtained in time to fulfill U.S. funding obligations according to the timetable set forth in subparagraphs 2(a) through 2(c) of this Agreement, or if funds to satisfy the provisions of subparagraph 2(a) above are not obtained by the Government of Canada, our two Governments hereby agree to suspend the obligations of amended Chapter 3 until such funds become available, unless our two Governments agree otherwise.
4. If the Northern Fund Committee and the Southern Fund Committee do not make and fulfill a commitment to provide \$2 million (U.S.) per year for five years (for a total of \$10 million) for the purposes specified in amended Chapter 3, subparagraph 3(a) beginning in 2009, our two Governments hereby agree to suspend the obligations of amended Chapter 3, until such a commitment is made and fulfilled, unless our two Governments agree otherwise.

5. If the Government of Canada decides to investigate and evaluate the feasibility and effectiveness of mark-selective fisheries for Chinook in 2009 and 2010 under amended Chapter 3, paragraph 5, and if funding or other assistance in an amount not to exceed \$3 million (U.S.) is provided by the United States Government for this purpose, the affected management authorities shall collaborate with the Selective Fisheries Evaluation Committee (SFEC) on the design of an appropriate monitoring program.
6. This Agreement shall expire on December 31, 2018, unless our two Governments agree otherwise. If the Treaty is terminated in accordance with Article XV(2) thereof, this Agreement shall terminate effective from the date of the termination of the Treaty.
7. Compliance with this Agreement shall constitute compliance by our two Governments with their obligations under Article III of the Treaty.

If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its Appendix, which shall be equally authentic in the English and French, and your Excellency's affirmative Note in reply shall constitute an Agreement between our two Governments, which shall enter into force on January 1, 2009.

Please accept, Madam Secretary, the assurances of my highest consideration.



Guy Saint-Jacques
Chargé d'affaires a.i.

Exchange of Diplomatic Notes (December 23, 2008)
Note from the Department of State of the United States of America (David Balton) to Chargé d'Affaires ad interim (Hon. Guy Saint-Jacques)

DEPARTMENT OF STATE
WASHINGTON

December 23, 2008

Sir:

I received your note No. 0252, dated December 23, 2008, which reads as follows:

"I have the honour to refer to the recent recommendations of the Pacific Salmon Commission relating to certain chapters of Annex IV of the Treaty between the Government of Canada and the Government of the United States of America Concerning Pacific Salmon, done at Ottawa on 28 January, 1985 (the "Treaty"). Those chapters are scheduled to expire by their own terms on 31 December, 2008. I therefore have the honour to propose an agreement between our two Governments, pursuant to Article XIII of the Treaty, to amend Annex IV as follows ("Agreement"):

- "1. Annex IV, Chapters 1, 2, 3, 5 and 6 of the Treaty, with related understandings, appendices and attachments, shall be replaced in their entirety by the amended Annex IV, Chapters 1, 2, 3, 5, and 6, with related understandings, appendices and attachments comprising the Appendix to this note. Further, the provisions for the Management of Northern Boundary Coho set out in Attachment B to the 1999 Agreement shall be replaced in their entirety by "Attachment B: Management of Northern Boundary Coho" set out in the Appendix to this note.

The Honorable
Guy Saint-Jacques,
Chargé d'affaires a.i.,
of Canada.

DIPLOMATIC NOTE

- "2. Our two Governments hereby agree to fulfill their respective obligations to provide funds as set forth in paragraphs 3 and 4 of the amended Annex IV, Chapter 3, of the Treaty ("amended Chapter 3") in accordance with the following timetable:
- "a. Beginning no later than 2010, each Government shall provide \$1.5 million in its respective currency each year for five years (for a total of \$7.5 million in each respective currency) to implement critical improvements within its respective jurisdiction to the coast wide coded wire tagging program as provided for in amended Chapter 3, subparagraph 3(b);
 - "b. The United States Section of the Pacific Salmon Commission shall make available up to \$1.0 million (U.S.) over a two-year period beginning in 2009 to implement measures to improve the bilateral Chinook model and related management tools as provided for in amended Chapter 3, subparagraph 3(c);
 - "c. In each of two U.S. fiscal years from 2009 to 2011, or sooner, the United States Government shall make \$15 million (U.S.) available to Canada (for a total of \$30 million), which Canada shall use for the purposes and subject to the conditions specified in amended Chapter 3, paragraph 4.
- "3. Notwithstanding paragraph 2, above, our two Governments understand that the provision of funding by the United States Government is subject to the appropriation of funds by the appropriate governmental authority and to related laws and regulations. The United States Government undertakes to seek necessary appropriations and any related changes to laws at an early date to implement this agreement. Likewise, the Government of Canada undertakes to seek the funds referred to in subparagraph 2(a) above. Should such legislative authority and appropriations not be obtained in

time to fulfill U.S. funding obligations according to the timetable set forth in subparagraphs 2(a) through 2(c) of this Agreement, or if funds to satisfy the provisions of subparagraph 2(a) above are not obtained by the Government of Canada, our two Governments hereby agree to suspend the obligations of amended Chapter 3 until such funds become available, unless our two Governments agree otherwise.

- "4. If the Northern Fund Committee and the Southern Fund Committee do not make and fulfill a commitment to provide \$2 million (U.S.) per year for five years (for a total of \$10 million) for the purposes specified in amended Chapter 3, subparagraph 3(a) beginning in 2009, our two Governments hereby agree to suspend the obligations of amended Chapter 3, until such a commitment is made and fulfilled, unless our two Governments agree otherwise.
- "5. If the Government of Canada decides to investigate and evaluate the feasibility and effectiveness of mark-selective fisheries for Chinook in 2009 and 2010 under amended Chapter 3, paragraph 5, and if funding or other assistance in an amount not to exceed \$3 million (U.S.) is provided by the United States Government for this purpose, the affected management authorities shall collaborate with the Selective Fisheries Evaluation Committee (SFEC) on the design of an appropriate monitoring program.
- "6. This Agreement shall expire on December 31, 2018, unless our two Governments agree otherwise. If the Treaty is terminated in accordance with Article XV(2) thereof, this Agreement shall terminate effective from the date of the termination of the Treaty.
- "7. Compliance with this Agreement shall constitute compliance by our two Governments with their obligations under Article III of the Treaty.

“If the above proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, with its Appendix, which shall be equally authentic in the English and French, and your Excellency’s affirmative Note in reply shall constitute an Agreement between our two Governments, which shall enter into force on January 1, 2009.”

I have the further honor to inform you that this proposal is acceptable to the Government of the United States of America, and that accordingly your Note, with its Appendix, and this Note in reply shall constitute an Agreement between our two Governments, which shall enter into force on January 1, 2009.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

A handwritten signature in cursive script, appearing to read "David Kelton".