

**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.

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

1 Swinomish Slough is now know as Swinomish Channel.

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

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)

Chapter 1: Transboundary Rivers

The provisions of this Chapter shall apply for the period 1999 through 2008.

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 preliminary escapement goals; and

(c) identify enhancement opportunities 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; and

(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 develop and implement abundance-based management regimes for transboundary chinook, sockeye and coho salmon no later than May 1, 2004.

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; and

d. estimates of the TAC may be adjusted in-season only by concurrence of both Parties' respective managers. Reasons for such adjustments must 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) The Parties agree to continue the existing joint enhancement programs designed to produce annually 100,000 returning sockeye salmon.

(2) Coho salmon:

(i) Consistent with paragraph 2 above, 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 MSY escapement goal can be established.

(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 4,000 coho salmon in a directed coho salmon fishery.

(3) Chinook salmon:

(i) 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.

(ii) The Parties agree that new fisheries on Stikine River chinook salmon will not be developed without the consent of both Parties. Consistent with paragraph 2, management of new directed fisheries will be abundance-based through an approach to be developed by the Committee. The Parties agree to implement assessment programs in support of the development of an abundance-based management regime.

(iii) The Parties shall review an appropriate MSY escapement goal for Stikine River chinook by May 1999 and establish a new goal as soon as practicable thereafter.

(b) the Taku River:

(1) Sockeye salmon:

(i) Except as noted below, Canada shall harvest no more than 18% of the TAC of the wild sockeye salmon originating in the Canadian portion of the Taku River each year.

(ii) If the projected in-river escapement is greater than 100,000 sockeye, Canada may, in addition, harvest 20% of the projected in-river escapement above 100,000 sockeye.

(iii) The Parties agree to manage the returns of Taku River sockeye to ensure that each country obtains catches in their existing fisheries equivalent to each country's share of wild sockeye and a 50% share of enhanced sockeye.

(iv) The Parties agree to continue the existing joint Taku enhancement program designed to produce annually 100,000 returning sockeye salmon.

(2) Coho salmon:

(i) Consistent with paragraph 2 above, the Parties agree to develop and implement an abundance-based approach to managing coho salmon on the Taku River. The Parties commit to developing a revised MSY escapement goal to be implemented no later than May 1, 2004.

(ii) Until a new abundance-based approach is developed, the management intent of the United States is to ensure a minimum above-border in-river 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/U.S. 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; and

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.

(3) Chinook salmon:

(i) 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.

(ii) The Parties agree that new fisheries on Taku River chinook salmon will not be developed without the consent of both Parties. Consistent with paragraph 2 above, management of new directed fisheries will be abundance-based through an approach to be developed by the Committee. The Parties agree to implement assessment programs in support of the development of an abundance-based management regime.

(iii) The Parties shall review an appropriate MSY escapement goal for Taku River chinook by May 1999 and thereafter establish a new goal as soon as practicable.

(c) the Alsek River:

(i) Consistent with paragraph 2 above, the Parties will develop and implement cooperative abundance-based management programs for Alsek River chinook, sockeye and coho salmon, including MSY escapement and management goals for chinook and sockeye salmon.

(ii) The Committee will be responsible for developing and reporting to the Commission by May 1, an annual pre-season fishery management plan for Alsek River fisheries.

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 remainder 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.

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

6. Consistent with paragraph 2 above, the Parties agree to develop and implement abundance-based fishery regimes for Taku and Stikine River chinook and coho salmon. Once bilaterally agreed MSY escapement objectives and in-season stock assessment programs are established, the Parties agree to examine their respective abilities to access enhanced sockeye salmon and re-examine harvest sharing arrangements for chinook, sockeye and coho salmon.

7. 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.

8. 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 the 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; and

- (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 co-ordinated:

1. The Parties agree:
 - (a) to continue to develop strategies for management of the enhanced stocks prior to the return of adult fish;
 - (b) to continue to develop an agreed process for conducting periodic review of implemented projects to identify and recommend action regarding, *inter alia*:
 - (i) success or failure of a project in a given year or series of years;
 - (ii) a distribution of benefits that is substantially different than expected; and
 - (iii) costs which are substantially greater than expected; and
 - (c) to recommend a plan, when required, for funding of projects including:
 - (i) cost sharing arrangements 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) develop preliminary summaries of various projects which meet the enhancement goals established by the Transboundary Panel;

- (b) develop detailed feasibility studies for projects selected by the Transboundary Panel, including:
 - (i) estimation of costs and benefits;
 - (ii) likelihood of success;
 - (iii) schedules for implementation;
 - (iv) procedures for evaluation; and
 - (v) fisheries management plans for the enhanced stocks; and
- (c) monitor implementation of projects and report progress to the Transboundary Panel.

3. Project Selection:

(a) General Guidelines:

(i) If broodstock is not available to provide the agreed number of eggs, up to 30% of the available adults will be taken, provided that a minimum of 600,000 eggs are available; if this minimum number is not available, no eggs will be taken;

(ii) A reasonable expectation that a stock identification technique will be available to estimate the contribution of enhanced sockeye in mixed stock fisheries is required in order for these projects to proceed. The appropriate stock identification technique for each fishery will be determined by the joint Transboundary Technical Committee.

(b) Stikine River:

For the duration of this Chapter, the eggtake goal for the Stikine sockeye enhancement program will be six million eggs. The Tahltan Lake sockeye salmon stock will be used as the source of eggs. Eggs will be incubated at the Port Snettisham central incubation facility (CIF). Fry will be planted into Tahltan and Tuya Lakes 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 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, the fry will be distributed to Tahltan and Tuya Lakes in a manner which maximizes harvestable production and provides information on the potential production capacity of Tuya Lake.

(c) Taku River:

For the duration of this Chapter, the eggtake goal for the Taku sockeye enhancement program will be five million eggs. The Tatsamenie Lake salmon stock will be used as the source of eggs. Eggs will be incubated at the Port Snettisham central incubation facility (CIF). Fry will be planted into Tatsamenie Lake.

4. Harvest principles and cost sharing:

- (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. 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.
- (b) Harvest sharing arrangements for enhanced stocks will be determined prior to the time eggs are taken to initiate production level enhancement.

5. Cost sharing:

- (a) In carrying out joint enhancement projects, capital construction and on-site operating costs shall be borne by the country on whose soil the project components are located.
- (b) The costs of producing Stikine River enhanced sockeye salmon shall be shared as follows:

- (i) To be paid by Canada:
 - a. Egg take;
 - b. Egg transport;
 - c. Smolt sampling;
 - d. Sampling and numerical analysis necessary to determine the contribution of enhanced transboundary river sockeye salmon to Canadian fisheries; and
 - e. Limnology sampling and hydroacoustics.

- (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. Transport of fry to enhancement site; and
 - c. Sampling and analysis necessary to determine the contribution of enhanced transboundary river sockeye salmon to United States fisheries.

- (iii) Projects to be conducted jointly:
 - a. Disease sampling and analysis.

- (c) The costs of producing Taku River enhanced sockeye salmon shall be shared as follows:
 - (i) To be paid by Canada:
 - a. Egg take;
 - b. Egg transport;
 - c. Smolt sampling;
 - d. Sampling and numerical analysis necessary to determine the contribution of enhanced Taku River sockeye stocks to Canadian fisheries;
 - e. Limnology sampling and hydroacoustics; and
 - f. Investigations to determine the feasibility of using sockeye from terminal areas, surplus to brood stock and spawning requirements in enhanced systems, for cost recovery.

 - (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. Transport of fry to the enhancement site;
- c. Sampling and analysis necessary to determine the contribution of enhanced transboundary river sockeye salmon to United States fisheries; and
- d. Processing of sockeye otolith samples collected in the Taku River.

(iii) Projects to be conducted jointly:

- a. Disease sampling and analysis; and
- b. Identification and evaluation of alternative sockeye salmon enhancement opportunities in the Taku River.

Chapter 2: Northern British Columbia and Southeastern Alaska

The provisions of this Chapter shall apply for the period 1999 through 2008.

1. With respect to the Portland Canal chum salmon fishery, neither Party shall conduct net fisheries in U.S. District 1A and Canadian sub-areas 3-15 and 3-16 nor conduct directed chum fisheries in U.S. District 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 must provide the Northern Panel with specific management actions that will eliminate the overage in that fishery.

4. Unless mutually agreed, the accrual of overages is not intended to allow a Party to modify its fishing behaviour in any given year to harvest the total accrued overage. 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 must be carried forward to the next Chapter period.

Chapter 3: Chinook Salmon

The provisions of this Chapter shall apply for the period 1999 through 2008.

1) The Parties shall:

- (a) establish a chinook management program that meets the following objectives:
 - (i) provides a long-term abundance-based framework for managing all chinook fisheries subject to the Treaty;
 - (ii) introduces harvest regimes that are based on estimates of chinook abundance, that are responsive to changes in chinook production, that take into account all fishery induced mortalities and that are designed to meet MSY or other agreed biologically-based escapement objectives;
 - (iii) halts the decline in spawning escapements in depressed chinook salmon stocks;
 - (iv) sustains healthy stocks and rebuilds stocks that have yet to achieve MSY or other biologically-based escapement objectives;
 - (v) defines the specific obligations of all the various fisheries in maintaining healthy chinook salmon stocks, rebuilding depressed naturally spawning chinook stocks that are not meeting escapement objectives and providing a means for sharing the harvest and the conservation responsibility for chinook stocks coastwide among the Parties; and,

- (vi) develops biological information pursuant to an agreed program of work and incorporates that information into the coastwide management regime;
- (b) maintain a joint Chinook Technical Committee (the “CTC”) reporting unless otherwise agreed, to the Pacific Salmon Commission (the “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 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; and,
- (ix) undertake specific assignments such as those described in the Appendix to this Chapter.

2. The Parties agree to implement, beginning in 1999 and extending through 2008, an abundance-based coastwide chinook management regime to meet the objectives set forth in paragraph 1 (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 adult equivalent mortality to a numerical limit computed from either a pre-season forecast or an in-season estimate of abundance, and the application of a desired harvest rate index expressed as a proportion of the 1979-82 base period. The following regimes will be managed under an AABM regime:
 - (i) southeast Alaska sport, net and troll;
 - (ii) Northern British Columbia (NBC) troll (statistical areas 1-5) and Queen Charlotte Islands (QCI) sport (statistical areas 1 and 2); and
 - (iii) west coast of Vancouver Island (WCVI) troll (statistical areas 21, 23-27, and 121-127) and outside sport.³
- (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

³ The part of the West Coast Vancouver Island chinook sport fishery included in the WCVI AABM chinook fishery includes:

- Areas 21, 23, 24 inside the Canadian “surflines” and Areas 121, 123, 124 during the period October 16 through July 31, plus that portion of Areas 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.
- Area 25, 26, 27 inside the Canadian “surflines” and Areas 125, 126, 127 during the period October 16 through June 30, plus that portion of Area 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.

spawning chinook stock or stock group. ISBM management regimes apply to all chinook 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 4 (d) 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; Idaho (Snake River Basin) freshwater sport and net; and
- (ii) an additional obligation as set out in paragraph 4 (e) for those stock groups for which the general obligation is insufficient to meet the agreed escapement objectives.

3. The Parties agree:

- (a) to adopt a management framework for chinook salmon based on total fishing mortality;
- (b) that, because significant uncertainty presently exists in predicting and estimating incidental mortality, the adoption of fishery regimes based on total mortality will require improvements in estimates of incidental mortality based upon direct fishery observations;
- (c) that a total fishing mortality approach will be implemented as soon as the required technical improvements in predictions and estimates of incidental mortality can be made. The intent of the Parties is that such an approach be adopted for all fisheries by 2002 if possible;

- (d) that during the interim period, enhancements to the catch-based regimes as noted in the CTC Report TCChinook (98)-1 (December 2, 1998) will be adopted as follows:
 - (i) beginning in 2000, total adult equivalent fishing mortality in each AABM fishery shall be constrained by expressing the fishery management objective as a target catch index and a standardized management regime (e.g., minimum size limit of x , ratio of encounters in chinook retention to chinook non-retention periods not to exceed y). Each fishery will be managed in a manner consistent with the standardized management regime for that fishery;
 - (ii) beginning in 2000, in those AABM fisheries where the CTC has determined that an accurate, consistent and verifiable relationship exists between the catch index and the total adult equivalent mortality index, total fishing mortality will be constrained by expressing the fishery management objective as a target catch index that has been derived from an agreed fishery harvest rate, where the total adult equivalent mortality index cannot exceed the target catch index by more than the average percentage differences observed during the period 1985-95. Such an amount will be fishery specific;
- (e) as an incentive to reduce incidental mortalities, the Parties may submit to the Commission for review, modifications to the standardized fishing regimes pursuant to paragraph 3 (d) believed to result in reductions to incidental mortalities in an AABM fishery. Following review and evaluation by the CTC pursuant to paragraph 3 (d) (ii), 50% of the reductions in the adult equivalent incidental mortalities attributed to the modification can be added to the allowable catch for the AABM fishery.

4. The Parties agree that in respect of ISBM fisheries:

- (a) their intent is that the fisheries shall be managed over time to contribute to the achievement of MSY or other agreed biologically-based escapement objectives;
- (b) until such times as the ISBM fisheries are managed to meet those escapement objectives, and unless otherwise recommended by the CTC, the non-ceiling index defined in TCChinook (96)-1

(February 15, 1996) will be used to measure performance of ISBM fisheries;

- (c) the non-ceiling index for ISBM fisheries will be computed pre-season based on forecasted abundance and fishing plans and evaluated post season for each of the escapement indicator stocks listed in Attachments I to V to this Chapter;
- (d) for the purposes of this paragraph, until agreed escapement objectives for the stock groups listed in Attachments I to V to this Chapter have been achieved, Canada and the United States shall reduce by 36.5 percent and 40 percent respectively, the total adult equivalent mortality rate, relative to the 1979-82 base period⁴, in their respective ISBM fisheries that affect those stock groups. The reduction identified in this sub-paragraph shall be referred to as the “general obligation”;
- (e) for those stock groups for which the general obligation is insufficient to meet the agreed escapement objectives, the jurisdiction within which the stock group originates shall implement either:
 - (i) additional reductions as necessary to meet the agreed escapement objectives; or
 - (ii) additional reductions, which taken together with the general obligation, are at least equivalent to the average of those reductions that occurred for the stock group during the years 1991-96; and
- (f) the reductions in ISBM fisheries may be allocated among fisheries within a jurisdiction provided that:
 - (i) the obligations under sub-paragraphs (d) and (e) above are met;
 - (ii) the achievement of the agreed escapement objective for other stocks or stock groups is not adversely affected; and
 - (iii) the harvest impacts are not transferred among fisheries in a manner that results in the additional restrictions,

⁴ Assuming size limits in effect during 1991-1996.

pursuant to paragraph 9, in the ISBM or AABM fisheries in another jurisdiction.

5. The Parties agree that:

- (a) the graduated harvest rate approach specified in paragraph 6 shall be used in AABM fisheries and is designed to contribute to the achievement of MSY or other agreed biologically-based escapement objectives;
- (b) the graduated harvest rate approach is based on a relationship between the aggregate abundance of chinook stocks available to the fishery and a specified harvest rate index;
- (c) AABM fisheries shall be managed annually to achieve the fisheries harvest rate index value designated for the applicable abundance index value as described in paragraph 6 below;
- (d) the allowable harvest level in an AABM fishery shall be based upon the best available pre-season predictions of abundance as determined by the CTC; and
- (e) where, as determined by the CTC, in-season predictors provide a more reliable prediction of the abundance than pre-season indicators alone, in-season adjustments of pre-season catch estimates shall be permitted. In such circumstances, pre-season catch estimates shall be adjusted by incorporating in-season estimates of abundance. The CTC has reviewed an in-season predictor for abundance of the chinook salmon in the SEAK troll fishery and concluded that the Bayesian method that incorporates both pre-season and in-season catch estimates based on approved in-season fishery performance data, is permitted.

6. 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 historical relationship between catch and abundance indices will be maintained.
- (b) beginning in 1999, management of the SEAK troll, net, and sport fisheries for chinook salmon shall be based on the relationship between the aggregate abundance of chinook stocks available to the SEAK troll fishery and an appropriate harvest rate index. The

combined SEAK troll plus sport and net catch shall be constrained by a specified relation or formula. Unless otherwise agreed, the chinook catch in the SEAK troll, sport, and net fisheries shall be managed annually according to catch and abundance indices stated in Table 1.

- (c) beginning in 1999, management of the NBC troll and QCI sport fisheries for chinook salmon shall be based on the relationship between the aggregate abundance of chinook stocks available to the NBC troll fishery and an appropriate harvest rate index. The combined NBC troll plus QCI sport catch shall be constrained by a specified relation or formula. Unless otherwise agreed, the chinook catch in the NBC troll and QCI sport fisheries shall be managed annually according to catch and abundance indices stated in Table 1.
- (d) beginning in 1999, 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 an appropriate harvest rate index. The combined WCVI troll plus outside sport catch shall be constrained by a specified relation or formula. Unless otherwise agreed, the chinook catch in the WCVI troll and outside sport fisheries shall be managed annually according to catch and abundance indices stated in Table 1.

7. The Parties agree that, beginning in 1999, provisions for overage and underage shall be developed by the CTC as follows:

(a) in AABM fisheries:

- (i) the first post-season CTC model calibration will be used to compute the abundance index;
- (ii) a cumulative (across years) management range of 7.5 percent (subject to review by the CTC) shall be permitted;
- (iii) underages in excess of the management range in subparagraph (ii) above cannot be accumulated; and
- (iv) total mortality will be incorporated pursuant to paragraph 3.

(b) in ISBM fisheries:

- (i) consistency with the index applicable to ISBM fisheries pursuant to paragraph 4 will be assessed when the exploitation rate analysis for that year's fishery is completed;
- (ii) a cumulative (across years) overage of 7.5 percent (subject to review by the CTC) of the ISBM index shall be permitted;
- (iii) underages in excess of the management range in sub-paragraph (ii) above cannot be accumulated; and
- (iv) overages in ISBM fisheries for a stock group are to be assessed in aggregate over all of the Party's ISBM fisheries and any overages shall be adjusted within the jurisdiction's fisheries with the obligation that:
 - (1) achievement of agreed escapement objectives for other stocks or stock groups is not adversely affected; and
 - (2) harvest impacts are not transferred among fisheries in a manner that results in additional restrictions pursuant to paragraph 9 in the ISBM or AABM fisheries in another jurisdiction.

8. The Parties agree:

- (a) to continue the procedures 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.

9. The Parties agree that:

- (a) the fishery harvest rate responses or other management actions outlined in sub-paragraphs (b) and (c) below, which are intended to return escapements as expeditiously as possible to MSY or other agreed biologically-based escapement objectives, and notwithstanding the provisions of paragraphs 4 and 6, shall only be

implemented in ISBM and AABM fisheries in respect of those stocks for which the CTC review has been completed and agreed escapement objectives have been determined, when:

- (i) beginning in 1999, if naturally spawning chinook stocks or stock groups listed in Attachments I - V to this Chapter are below the agreed escapement objectives for two consecutive years;
 - (ii) escapement of the stock or stock group would be increased by the adjustment;
 - (iii) there is a contributing causal relationship between the fishery harvest and the status of the stock or stock group, or the decline in the stock or stock group is due to natural phenomena; and
 - (iv) complementary and coordinated management actions are taken in other directed marine and freshwater chinook fisheries affecting the stock or stock group in accordance with (d) and (e) below;
- (b) the additional management actions to be taken in relevant fisheries in accordance with this paragraph are as follows:⁵

Percentage reduction in index⁶	Number of stock groups requiring response
10%	2 stock groups
20%	3 stock groups
30%	4+ stock groups

- (c) 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 (b) above;

⁵ A stock group should be considered for additional management action pursuant to this paragraph if a significant loss of production results from escapement less than the agreed escapement objective for an extended period of time. By the end of 2001, the CTC will recommend, for adoption by the Commission, criteria defining the lower bound of escapement for the purposes of taking additional management actions pursuant to this paragraph. Until the end of 2001, the escapement level at which the MSY production is reduced by more than 15% will be defined as the lower bound for escapement.

⁶ The index that applies to ISBM fisheries is described in paragraph 4; the index that applies to AABM fisheries is described in paragraph 6.

- (d) the measures specified in sub-paragraph (b) or (c) above apply to an AABM fishery when the provisions of sub-paragraph (a) above have been met, and:
 - (i) the obligation identified in paragraph 4 for ISBM fisheries has been complied with in all ISBM fisheries that affect the stock or stock group for two consecutive years that the stock or stock group has not achieved agreed biologically-based escapement objectives; and
 - (ii) the obligation identified in paragraph 6 for AABM fisheries has been complied with in all other AABM fisheries that affect the stock or stock group for two consecutive years that the stocks or stock groups have not achieved agreed biologically-based escapement objectives;
- (e) the measures specified in sub-paragraphs (b) and (c) above apply to an ISBM fishery when the provisions of sub-paragraph (a) have been met, and:
 - (i) the obligation identified in paragraph 4 for ISBM fisheries has been complied with in all other ISBM fisheries that affect the stock or stock group for two consecutive years that the stock or stock group has not achieved agreed biologically-based escapement objectives; or
 - (ii) the measures specified in sub-paragraph (b) or (c) are being implemented in an AABM fishery that affects the stock or stock group;
- (f) where, on the basis of a pre-season forecast of abundance, it is bilaterally agreed that, due to extraordinary natural circumstances, the continued biological viability of a stock group is seriously threatened, the harvest rate responses in the relevant fisheries set out above will be applied in the same year if management action is part of further complementary and coordinated management actions being taken in other marine and freshwater chinook fisheries affecting the stock group; and
- (g) either Party may recommend, for conservation purposes, that the Commission adopt harvest responses in the relevant fisheries that are greater than those identified in sub-paragraphs (b) and (c) above.

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	52500	32500	45800
0.30	59000	39000	55000
0.35	65500	45500	64200
0.40	72000	52000	73300
0.45	78500	58500	82500
0.495	84350	64350	90760
0.50	85000	65000	107000
0.55	91500	71500	117700
0.60	98000	78000	128300
0.65	104500	84500	139000
0.70	111000	91000	149700
0.75	117500	97500	160400
0.80	124000	104000	171100
0.85	130500	110500	181800
0.90	137000	117000	192500
0.95	143500	123500	203200
1.00	150000	130000	213900
1.005	151425	130650	245694
1.05	164300	136500	256700
1.10	178500	143000	268900
1.15	192800	149500	281100
1.20	207000	156000	293400
1.205	235100	156700	294600
1.25	243100	163300	305600
1.30	252000	170700	317800
1.35	261000	178000	330000
1.40	269900	185300	342300
1.45	278800	192700	354500
1.50	287700	200000	366700
1.505	311022	219568	367929
1.55	319700	226100	378900
1.60	329400	233400	391200
1.65	339100	240700	403400
1.70	348700	248000	415600
1.75	358400	255300	427800
1.80	368100	262600	440000
1.85	377700	269900	452300
1.90	387400	277200	464500
1.95	397100	284500	476700
2.00	406700	291800	488900
2.05	416400	299100	501200
2.10	426100	306400	513400
2.15	435700	313700	525600
2.20	445400	321000	537800
2.25	455100	328300	550100

Attachment I - S.E. Alaska troll, net & sport AABM Fisheries

Stock Group⁷	Criteria for Stock Group Concern	Escapement Indicator Stocks	Escapement Objective	Criteria for stock status
Upper Strait of Georgia	Below lower bound of aggregate goal	Klinaklini, Kakwiekan, Wakeman, Kingcome, Nimpkish	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years.
West Coast Vancouver Island Falls	Below lower bound of aggregate goal	Artlish, Burman, Gold, Kauok, Tahsis, Tashish, Marble Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
North/Central British Columbia	Two or more stocks below lower bound of goals	Yakoun, Skeena, Nass Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Far North Migrating Oregon Coastal Falls	Two or more stocks below lower bound of goals	Nehalem, Siuslaw, Siletz Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Falls	Two or more stocks below lower bound of goals	Up-river Brights, Deschutes, Lewis River	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Summers	Below lower bound of goal	Mid-Columbia Summers	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
Washington Coastal Fall naturals	Three or more stocks below goals	Hoko, Grays Harbor, Queets Hoh, Quillayute rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Early (Spring & summers)	Two or more stocks below lower bound of goals	Upper Fraser, Mid Fraser, Thompson	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years

⁷SEAK fisheries will be managed to achieve escapement objectives for Southeast Alaska and Transboundary River chinook stocks.

**Attachment II - Northern BC (Areas 1-5) troll & Queen Charlotte
Island sport (Areas 1&2) AABM Fisheries**

Stock Group	Criteria for Stock Group Concern	Escapement Indicator Stocks	Escapement Objective	Criteria for stock status
North/Central British Columbia	Two or more stocks below lower bound of goals	Yakoun, Skeena, Nass Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Upper Strait of Georgia	Below lower bound of aggregate goal	Klinaklini, Kakwiekan, Wakeman, Kingcome, Nimpkish Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
Far North Migrating Oregon Coastal Falls	Two or more stocks below lower bound of goals	Nehalem, Siletz, Siuslaw Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Washington Coastal Fall naturals	Three or more stocks below lower bound of goals	Hoko, Grays Harbor, Queets Hoh, Quillayute Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years.
West Coast Vancouver Island Falls	Below lower bound of aggregate goal	Artlish, Burman, Gold, Kauok, Tahsis, Tashish, Marble Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Falls	Two or more stocks below lower bound of range	Up-river Brights, Deschutes, Lewis Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Summers	Below lower bound of goal	Mid-Columbia Summers	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Early (Spring & summers)	Two or more stocks below lower bound of range	Upper Fraser, Mid Fraser, Thompson	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years

Attachment III
West Coast Vancouver Island troll & outside sport AABM Fisheries

Stock Group	Criteria for Stock Group Concern	Escapement Indicator Stocks	Escapement Objective	Criteria for stock status
Columbia River Falls	Two or more stocks below lower bound of goal	Up-river Brights, Deschutes, Lewis River	Esc. goal ranges	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Late	Below lower bound of goal	Harrison River	Esc. Goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
Puget Sound Natural Summer/Falls	Three or more stocks below lower bound of goals	Skagit group, Stillaguamish, Snohomish, Lake Washington, Green Rivers	Esc. goal ranges by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Summers	Below lower bound of goal	Mid-Columbia Summers	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years

Attachment IV - All British Columbia ISBM Fisheries

Stock Group	Criteria for Stock Group Concern	Escapement Indicator Stocks	Escapement Objective	Criteria for stock status
Lower Strait of Georgia	Below lower bound of aggregate goal for natural spawners	Cowichan, Nanaimo Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Late	Below lower bound of goal	Harrison River	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
North Puget Sound Natural Springs	Both stocks below lower bound of goal	Nooksack, Skagit Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Upper Strait of Georgia	Below lower bound of aggregate goal	Klinaklini, Kakwiekan, Wakeman, Kingcome Nimpkish Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Early (spring & summers)	Two or more stocks below lower bound of goal	Upper Fraser ,Mid Fraser, Thompson	Esc. goal ranges by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
West Coast Vancouver Island Falls	Below lower bound of aggregate goal	Artlish, Burman, Gold, Kauok, Tahsis, Tashish, Marble Rivers	Esc. goal range for aggregate	Spawning esc. below lower bound of esc. range for 2 consecutive years
Puget Sound Natural Summer/ Falls	Three or more stocks below lower bound of goal	Skagit group, Stillaguamish, Snohomish , Lake Washington, Green River	Esc. goal ranges by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
North/Central British Columbia	Two or more stocks below lower bound of goal	Yakoun, Nass, Skeena, Area 8 (Atnarko, Dean rivers)	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years

Attachment V - All Southern U.S. ISBM fisheries

Stock Group	Criteria for Stock Group Concern	Escapement Indicator Stocks	Escapement Objective	Criteria for stock status
Washington Coastal Fall Naturals	Three or more stocks below lower bound of goal	Hoko, Grays Harbor Queets, Hoh Quillayute Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Falls	Two or more stocks below lower bound of goals	Up-river Brights, Deschutes, Lewis River	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Puget Sound Natural Summer/Falls	Three or more stocks below lower bound of goal	Skagit group, Stillaguamish, Snohomish, Lake Washington, Green Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
Fraser Late	Below lower bound of goal	Harrison River	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
Columbia River Summers	Below lower bound of goal	Mid-Columbia Summers	Esc. goal range	Spawning esc. below lower bound of esc. range for 2 consecutive years
Far North Migrating Oregon Coastal Falls	Two or more stocks below lower bound of goal	Nehalem, Siletz, Siuslaw Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years
North Puget Sound Natural Springs	Both stocks below lower bound of goal	Nooksack, Skagit Rivers	Esc. goal range by stock	Spawning esc. below lower bound of esc. range for 2 consecutive years

**Appendix to Annex IV, Chapter 3:
Understanding on the Application of Annex IV, Chapter 3 relating to
assignments for the Chinook Technical Committee**

(1) Incidental mortality

Improved estimates of incidental fishing mortality are to be developed based upon direct fishery observations. The CTC will collate and document existing information on the coastwide encounter rates for all sources of incidental mortality on chinook coastwide. The CTC will report on the extent of incidental mortality and on deficiencies in the information coverage and will recommend a work plan to address data deficiencies, including observer programs or other direct sampling procedures, that will enable implementation of a total fishing mortality regime for fisheries in 2002. The Parties will implement the work plan in a timely and comprehensive manner to ensure adoption of a total fishing mortality regime in 2002.

The CTC will also evaluate the capacity to predict incidental mortalities, testing assumptions used in determining predictions and identifying options to improve pre-season predictions and estimates of total mortality in AABM and ISBM fisheries.

(2) Overage/Underage provisions

The CTC will adapt the previous overage/underage annex provisions to reflect changes based on:

- a) catch established through in-season or pre-season abundance indicators;
- b) adjustments for positive deviations from the total mortality index; and
- c) deviations from target reductions in ISBM fisheries. The CTC in carrying out this assignment will be guided by paragraph 7 of this Chapter.

The CTC will review a 7.5 percent management range above and below the management objective and consider whether increased flexibility in the management range is desirable or necessary, taking into consideration management precision, increased risk on affected stock groups and consistency with the objectives noted in paragraph 1 of this Chapter.

(3) Total fishing mortality

Consistent with paragraph 3 of this Chapter, the CTC will:

- a) specify standardized arrangements for all AABM regimes; and

- b) evaluate and identify fisheries where there is a consistent relation between the catch or harvest index and total mortality.

(4) In-season adjustments

Consistent with paragraph 5 of this Chapter, the CTC will evaluate any proposed in-season abundance predictors to determine if these provide reliable and consistent estimates of final abundance over using pre-season predictions.

(5) Model Improvements

The CTC will continue to review and improve the accuracy and precision of the CTC model, including among other things, determining the pre-season forecasts of the aggregate chinook abundance available to the fisheries.

(6) Escapement review

The CTC will evaluate and review existing escapement goals 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.

(7) Lower escapement bound

For those stocks for which the escapement goals have been recommended by the CTC in accordance with paragraph 6 of this Appendix, the CTC will, prior to end of 2001, review and recommend for adoption to the Commission, criteria defining the lower bound of escapement for the purposes of taking additional management actions pursuant to paragraph 9 of this Chapter.

(8) Description of Technical Components of Chinook Chapter

Members of the CTC involved in the negotiation of this Chapter shall prepare by the autumn 1999 meeting of the Commission a document describing technical components of this Chapter. These components will include, but are not limited to, the following:

- i) a description of the abundance index, adult equivalent harvest rate index for catch used in the management of AABM fisheries;
- ii) methods for the derivation of the catches (including target harvest rate indices) specified in Table 1;
- iii) a description of the procedures associated with adjusting Table 1 in response to revised estimates of abundance and/or harvest rate indices;

- iv) a description of the non-ceiling index, anticipated values for each stock group under the general obligation of sub-paragraphs 4 (d) and (e);
- v) an example for paragraph 9 (weak stock gate), including an explanation for determination of criteria and stock groupings in Attachments I-V to this Chapter and how lower bounds for escapement goals are determined; and
- vi) a retrospective model run for the years 1985 through 1996 incorporating the provisions of this Chapter.

Chapter 4: Fraser River Sockeye and Pink Salmon

1. The provisions of this Chapter shall apply for the period 1999 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 in 1999, the U.S. catch in the Fraser Panel Area shall not exceed 22.4 percent of the TAC;
 - (b) for sockeye salmon in 2000, the U.S. catch in the Fraser Panel Area shall not exceed 20.4 percent of the TAC;
 - (c) for sockeye salmon in 2001, the U.S. catch in the Fraser Panel Area shall not exceed 18.4 percent of the TAC;
 - (d) for sockeye salmon in 2002 through 2010, the U.S. catch in the Fraser Panel Area shall not exceed 16.5 percent of the TAC;
 - (e) 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 escapements, 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 apply to TAC calculations:

- (a) The spawning escapement is that escapement which is a direct result of Fraser River Panel management actions, and, therefore, will reflect the results of inadvertent management error by the Fraser River Panel.
- (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 determined by Canada 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. Any additional escapement amounts believed necessary by Canada for reasons other than the foregoing will not affect the U.S. catch.
- (c) The agreed Fraser River Aboriginal Fishery Exemption 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 for 1999 is the actual catch of Fraser River sockeye harvested in the in-river Fraser River Aboriginal Fishery. For each year from 2000 until the expiration of this Chapter, 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 Fraser River Aboriginal Fishery Exemption 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, 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. For the duration of this Chapter, the harvest distribution of Early Stuart sockeye is expected to remain similar to that of recent years.
- (e) 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), except as otherwise may be agreed.

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. The shares of both countries shall be adjusted each year in the amount of any harvest overage or underage of that annual share of the same species from the previous year or years. In making this adjustment, the share(s) will be reduced by no more than 5 percent because of the adjustment, unless otherwise agreed. The Fraser River Panel shall attempt to balance the shares of the Parties by the expiration of this Chapter. Any remaining balance from the harvest overage or underage shall be incorporated in the subsequent year's allocation. Any residual overage or underage remaining at the last year of this Chapter shall be carried forward into the next Chapter period.

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.

Chapter 5: Coho Salmon

The provisions of this Chapter shall apply for the period 1999 through 2008.

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
 - (a) maintain a joint Coho Technical Committee (the "Committee") reporting, unless otherwise agreed, to the Northern and Southern

Panels and the Commission. The Committee shall, *inter alia*, at the direction of the Commission and the Panels:

- 1) evaluate the effectiveness of management actions;
 - 2) identify and review the status of stocks;
 - 3) present the most current information on harvest rates and patterns on these stocks, and develop a joint database for assessments;
 - 4) collate available information on the productivity of coho stocks in order to identify escapements and associated exploitation rates which produce maximum sustainable harvests (MSH);
 - 5) present historical catch data, associated fishing regimes, and information on stock composition in fisheries harvesting these stocks;
 - 6) devise analytical methods for the development of alternative regulatory and production strategies to meet objectives set forth by the Commission;
 - 7) identify information and research needs, including future monitoring programs for stock assessments; and
 - 8) for each season, make stock and fishery assessments and recommend to the Commission conservation measures consistent with the principles of the Treaty.
- (b) 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. For coho stocks shared by fisheries of the United States and Canada, recommendations for fishery regimes shall be made by the Northern Panel for coho salmon originating in rivers with mouths situated between Cape Caution and Cape Suckling and 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.
3. In 1999, the Parties agree to implement management measures for depressed coho stocks shared by Washington and southern British Columbia fisheries which are intended to achieve conservation benefits that are consistent with those produced by the management measures implemented in 1998.
 4. For coho stocks shared by Washington and southern British Columbia fisheries, 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 key management units of natural coho stocks to produce maximum sustainable harvests 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 natural stocks; and
 - (e) establish an objective basis for monitoring, evaluating and modifying the management regimes as appropriate.
5. Consistent with the objectives set forth in paragraph 4, the Parties agree to develop and implement, beginning in 2000 and extending through 2008, an abundance-based coho management regime for Washington and southern British Columbia fisheries. The components of the regime shall include:
- (a) pre-defined rules for determining, in response to the status of affected key management units, maximum allowable annual exploitation rates on key management units for agreed boundary area fisheries (Canadian - WCVI troll/outside sport (that portion of Canadian statistical areas 21, 121, 123, 124, 125, 126 and 127 outside of a line generally one nautical mile seaward from the shoreline or existing Department of Fisheries and Oceans surflines); Nitinat net (Canadian statistical area 21); Strait of Juan de Fuca net (Canadian statistical area 20) and sport fisheries (Canadian statistical areas 20 and 19-1 through 19-4); U.S. ocean troll and sport fisheries North of Cape Falcon (Washington statistical areas 1-4 and 4B; Oregon statistical area 2); Strait of Juan de Fuca troll, net, and sport (Washington statistical areas 5, 6 and 6c); San Juan Islands/Point Roberts net and sport fisheries (Washington statistical areas 6A, 7 and 7A)).
 - (b) an agreed list of criteria to establish the key management units (i.e., those used to determine annual allowable exploitation rate levels) for naturally spawning coho. Examples of these units are identified in the list below:

Southern B.C. Management Units	U.S. Management Units
Thompson	Skagit
Lower Fraser	Stillaguamish
Strait of Georgia Mainland	Snohomish
Strait of Georgia Vancouver Island	Hood Canal
Johnstone Strait	Eastern Strait of Juan de Fuca
NW Vancouver Island	Western Strait of Juan de Fuca
SW Vancouver Island	Quillayute Summer
Strait of Juan de Fuca	Quillayute Fall
	Hoh
	Queets
	Grays Harbor
	Oregon Coastal Natural

- (c) commitments by both Parties to manage all fisheries under their jurisdiction, whether directed at coho or not, to ensure that cumulative exploitation rates by boundary area fisheries on key management units do not exceed the limits established pursuant to the rules developed under paragraph 5(a).
- (d) commitments by both Parties to ensure that the level of exploitation is consistent with achieving maximum sustainable harvest for a set of agreed key natural stock management units while maintaining genetic and ecological diversity. If maximum sustainable harvest escapement levels would not be achieved under a fishery regime, the target exploitation rate must not exceed the MSH level and should be below the maximum sustainable harvest exploitation rate to promote rebuilding. The Parties are encouraged to pursue selective fishery practices where critical stock problems are identified within the constraints on allowable impacts on key management units or critical stocks, provided that such selective fisheries do not compromise capabilities to meet conservation objectives for natural stocks, complete stock assessments, or evaluate fishery impacts.
- (e) an obligation for each Party to implement such additional management measures for their own fisheries as may be practicable and necessary to address conservation needs for critical stocks within key management units originating within their respective jurisdictions. If additional constraints on fisheries conducted by the other Party are required or desired to meet conservation needs for critical stocks, the proposing Party shall be required to inform the other Party, provide the basis for its

determination that additional measures are necessary, and identify the actions taken within its jurisdiction to address conservation needs. This information is to be provided on a schedule sufficient to permit timely consideration by the other Party.

6. To assist the Southern Panel in achieving the objectives set forth in paragraph 4, the Committee shall:
 - (a) evaluate management actions for the effectiveness of management measures in attaining the objectives established by the Commission;
 - (b) perform stock and fishery assessments and recommend limits on exploitation rates for key management units of natural coho stocks that are consistent with the objectives set forth in paragraph 4 of this Chapter;
 - (c) evaluate compliance with the provisions of this Chapter for management of specified fisheries;
 - (d) apply existing methodologies or develop new methodologies for coho stock and fishery assessment including:
 - 1) estimating exploitation rates relative to total allowable impact levels;
 - 2) evaluating the reliability and accuracy of analytical tools (forecasts, impact models, etc.);
 - 3) estimating by-catch, encounter rates, release mortalities by gear, etc.; and
 - 4) estimating fishing mortality and spawning escapements with desired levels of precision and accuracy;
 - (e) in February of each year,
 - 1) oversee the exchange of the Parties' determinations of the status of key management units and information on abundance and distributions of coho as available for the upcoming season;
 - 2) review exploitation rates which result from application of pre-defined rules to determine if impacts for agreed boundary area fisheries are excessive given the status of affected management units;
 - 3) review target total exploitation rates provided by the

- Parties for key management units and stocks of conservation concern which originate within their respective jurisdictions;
- 4) oversee the timely exchange of the technical basis underlying identification of critical stocks;
 - 5) review any requests for additional constraints on fisheries conducted by another Party in response to conservation needs for those critical stocks pursuant to paragraph 5(e);
 - 6) oversee the exchange of information regarding the conduct of selective fisheries and interceptions of mass marked hatchery fish;
- (f) beginning in the year 2001, complete an annual post-season assessment by February 1 for the most recent year for which necessary data are available to:
- (1) estimate exploitation rates on key management units for the agreed boundary area fisheries;
 - (2) determine the accuracy of pre-season expectations of status for key management units; and
 - (3) estimate total exploitation rates (by all fisheries combined) experienced by natural stocks; and
- (g) undertake specific assignments as described in the Appendix to this Chapter.
7. The Parties shall appoint a Working Group to facilitate collaborative development of the coho management regime and assessment tools associated with the development and initial implementation of the fishery regime established by paragraphs 4 and 5. 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 penalties for overages, but shall not create catch entitlements for any fishery or Party.
 8. Technical disputes which may arise relating to paragraphs 3 through 7 above shall be resolved in accordance with Article XII of the Treaty. Policy disputes regarding implementation of this regime will be referred to the full Southern Panel for resolution. Such issues, if unresolved by the Southern Panel or the technical dispute resolution mechanism, will be referred to the Commission, which may elect to resolve the matter itself, or refer the issue to appropriate processes to ensure timely and expeditious resolution.
 9. During initial development of the coho regime established by paragraphs 4

through 6, the Southern Panel will annually review performance and recommend modifications as necessary to accomplish the management objectives set forth in paragraph 4. In response to recommendations resulting from the annual reviews, the Parties agree to develop modifications for implementation as soon as practicable thereafter.

10. Beginning in 2003 and every 3 years thereafter, the Southern Panel will review the performance of the coho regime established by this Chapter and may recommend modifications as necessary to accomplish the management objectives set forth in paragraph 4. The reviews shall include recommendations as to whether or not limitations on fisheries in the Strait of Georgia or the interception of hatchery fish should be incorporated into bilateral fishing arrangements. In response to recommendations resulting from the periodic reviews, the Parties agree to develop modifications for implementation as soon as practicable thereafter.
11. Between April and June of each year, Canadian and U.S. domestic management authorities will exchange information on the management measures under paragraphs 4 to 6 that are to be implemented to ensure that the cumulative exploitation rates by agreed boundary area fisheries do not exceed allowable levels for key management units and that total exploitation by all fisheries is consistent with target levels established by the Parties for resource conservation.
12. Unless otherwise agreed by the Parties for the duration of this Chapter, the Northern Boundary Technical Committee shall undertake the technical assignments described in paragraph 2 for coho salmon originating in rivers and mouths situated between Cape Caution and Cape Suckling.

**Appendix to Annex IV, Chapter 5:
Understanding on the Application of Annex IV, Chapter 5 (Coho Salmon)**

The joint Coho Technical Committee shall;

1. complete, no later than December of 1999, the following specific assignments with respect to stocks in the Southern Panel Area:
 - (a) develop pre-defined rules for agreed boundary area fisheries that establish maximum limits on exploitation rates on key management units in response to the status of those units;
 - (b) review the methods that each Party uses to determine the status of key management units, MSH escapement targets and sustainable

exploitation rates;

- (c) conduct workshops or working sessions on topics that are central to the task of developing the management framework:
 - 1) criteria and standards for identifying management units;
 - 2) review methods for stock assessment (including estimation of escapements and exploitation rates);
 - 3) identification of MSH escapement levels and sustainable exploitation rates under varying survivals;
 - 4) methods of incorporating risk in protection of genetic and ecological diversity; and
 - 5) standards for emerging methods for estimating stock composition (DNA); and
- (d) develop a regional coho model to provide a consistent means of evaluating the cumulative impact of U.S. and Canadian fisheries on key management units and stocks of conservation concern;

2. complete, no later than January of 2001, the following specific assignments:

- (a) make recommendations for monitoring and evaluation systems relating to fishery performance and stock exploitation rates and productivities; and
- (b) make recommendations to improve the efficiency and cost effectiveness of bilateral coho management systems.

**Southern Coho Management Plan adopted by the Pacific Salmon
Commission pursuant to the 1999 Pacific Salmon Treaty Agreement
(February 14, 2002)**

- 1. This Southern Coho Management Plan (Plan) represents the initial implementation of the provisions of Chapter 5 of Annex IV of the 1999 Agreement between the United States and Canada. This 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.
- 2. Management Objectives. Consistent with the 1999 Agreement, this Plan is intended to meet the following objectives:

- (a) constrain total fishery exploitation to enable “key management units of naturally spawning coho stocks” (MUs) to produce maximum sustainable harvests (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.

3. Unless otherwise agreed, the Parties shall:

- (a) establish and document the derivation of the following targets for MUs which originate within their respective jurisdictions:
 - (i) the escapement goal or exploitation rate that achieves MSH; and
 - (ii) exploitation rates for each of 3 status categories, *Low*, *Moderate* and *Abundant*. 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 %

- (b) ensure that the level of exploitation is consistent with achieving maximum sustainable harvest (MSH) over the long-term for the MUs identified in Paragraph 5, below;

- (c) manage all fisheries under their respective jurisdictions, whether directed at coho or not, whether mark-selective or not, to ensure that:
 - i) cumulative exploitation rates on MUs do not exceed the limits established by Paragraph 7 below;
 - ii) additional fishery management measures are implemented by each Party as may be practicable and necessary to address conservation needs for component stocks of the MUs originating within its jurisdiction;
 - (d) maintain capabilities and programs as necessary to conduct stock assessments, evaluate fishery impacts, and meet the objectives of this Plan;
 - (e) 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.
4. This Plan establishes the basis for setting exploitation rate limits for Canadian and US fisheries on the MUs identified in Paragraph 5.
5. Cumulative exploitation rates shall be constrained for the following MUs in accordance with their annual status:

<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

6. 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 relative to those established pursuant to Paragraph 3(a)(ii). This information, along with the basis for such

determinations, shall be provided to the other Party prior to the annual meeting of the PSC so it can be discussed within the Southern Panel and taken into account in domestic preseason planning processes and subsequent manager to manager discussions. During March, the respective managers of the Parties will exchange additional information relative to their progress in developing fishery management plans so as to improve coordination of preseason planning processes and facilitate implementation of this Agreement.

7. 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 9(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.
 - (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 (Tab 1):

Condition of US Inside MUs	Canadian ER Caps	MU Applicability
Normal Low (> 1 Inside MU low)	0.11	All MUs with Total ER \leq 0.20
Composite Low (Only 1 Inside MU Low)	0.13	The MU with Total ER \leq 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 (Tab 2):

Condition of US Outside MUs	Canadian ER Caps	MU Applicability
Normal Low (> 1 Outside MU low)	0.10	All MUs with Total ER \leq 0.20
Composite Low (Only 1 Outside MU Low)	0.12	The MU with Total ER \leq 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 Coho Technical Committee for the following MUs before January 2004: Skagit, Stillaguamish, Lower and Interior Fraser. Until such time as the review has been completed, the Parties agree that, for the purpose of computing ER caps under this paragraph, the exploitation rate target for the Skagit MU at moderate status is assumed to be 0.35 and the exploitation rate target for the Stillaguamish MU at abundant status is assumed to be 0.55. In the event that the bilateral review has not been completed by January 2004, the Parties will attempt to resolve remaining issues pertaining to the establishment of status dependent exploitation rate targets for the Skagit and Stillaguamish in the 2005 review provided under Paragraph 11.
- (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) To facilitate domestic fishery planning processes the Parties shall exchange, prior to 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 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.

- (h) The Parties recognize that an agreed bilateral technical basis is necessary to develop and implement the terms and provisions of this Agreement. Toward this end, in establishing the specific values for the ER caps specified under this Agreement, the Parties have at this time relied upon U.S. estimates of the historical exploitation rates for the period encompassing 1986-1991 (attached as Appendix A).
 - (i) The Parties commit to joint development of preseason planning and post season evaluation tools and protocols in time for application in their respective 2004 preseason planning processes. 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 7(b)-(d) are inconsistent with the principles set forth in Paragraph 7(a), the Parties will undertake discussions to revise these ER caps in a manner that is consistent with those principles.
8. Compliance. Each year, the Coho Technical 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 7 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.
9. Each Party may:
- (a) shape fisheries to achieve a lower exploitation rate than the limits allowed under Paragraph 7 to address domestic management objectives;
 - (b) request additional reductions in exploitation rates determined under Paragraph 7 to meet critical conservation concerns not adequately addressed by the Plan. The requesting Party must 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 7 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 Coho Technical 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.

10. To assist the Southern Panel, the Coho Technical Committee shall:

- (a) oversee the exchange of the Parties' determinations of the status of 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;
- (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.
- 11. The Parties agree that the Plan will remain in effect through 2008. A review of this Plan will occur no later than 2005. 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 7 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.).
- 12. 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 are to 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
	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%	
ABUNDANT	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
	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%	
ABUNDANT	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%	

Appendix Table A. Average (1986-1991) exploitation rates by management unit used in this agreement, summarized from annual data detail (incorporated by reference).

Management Unit	Canadian Fisheries				US Fisheries				Total	
	CA JDF	CA Other	St. of Georgia	WCVI	N. of Falcon	US JDF	US Other	San Juan Islands		
Canada	St of Georgia Mainland	0.058	0.052	0.405	0.151	0.012	0.018	0.005	0.034	0.735
	St of Georgia Vancouver Is	0.037	0.210	0.292	0.200	0.005	0.012	0.002	0.017	0.774
	Lower Fraser	0.044	0.058	0.315	0.238	0.014	0.019	0.006	0.041	0.735
	Interior Fraser / Thompson	0.045	0.066	0.132	0.300	0.026	0.028	0.027	0.048	0.674
US inside	St. Juan de Fuca	0.031	0.021	0.003	0.400	0.029	0.112	0.199	0.002	0.798
	Skagit	0.062	0.009	0.041	0.245	0.033	0.050	0.157	0.010	0.606
	Stillaguamish/Snohomish	0.061	0.013	0.005	0.373	0.038	0.060	0.253	0.006	0.809
	Hood Canal	0.066	0.012	0.004	0.381	0.045	0.089	0.290	0.004	0.890
US outside	Gray Harbour	0.006	0.033	0.000	0.240	0.041	0.007	0.313	0.000	0.641
	Hoh River	0.009	0.035	0.001	0.363	0.091	0.016	0.214	0.000	0.728
	Queets	0.012	0.024	0.000	0.307	0.085	0.010	0.317	0.001	0.757
	Quillayute	0.020	0.017	0.000	0.370	0.089	0.020	0.218	0.001	0.734

Chapter 6: Southern British Columbia and Washington State Chum Salmon

The provisions of this Chapter shall apply for the period 1999 through 2008.

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) identify and review the status of stocks of primary concern;
 - (b) present the most current information on harvest rates and patterns on these stocks, and develop a joint database for assessments;
 - (c) collate available information on the productivity of chum stocks to identify escapements which produce maximum sustainable harvests and allowable harvest rates;
 - (d) present historical catch data, associated fishing regimes, and information on stock composition in fisheries harvesting those stocks;
 - (e) devise analytical methods for the development of alternative regulatory and production strategies;
 - (f) identify information and research needs, to include future monitoring programs for stock assessment; and
 - (g) for each season, make stock and fishery assessments and evaluate the effectiveness of management.

2. In the years 1999 through 2008, Canada will manage its Johnstone Strait, Strait of Georgia, and Fraser River chum fisheries to provide continued rebuilding of depressed naturally spawning chum stocks, and, to the extent practicable, minimize increased interceptions of United States origin chum. Terminal fisheries conducted on specific stocks with identified surpluses will be managed to minimize interception of non-targeted stocks.
3. In the years 1999 through 2008,
 - iii) for Johnstone Strait run sizes less than 3.0 million
 - (i) Canada, taking into account the catch of Canadian chum in United States Areas 7 and 7A, will limit its harvest rate in Johnstone Strait to less than 10 percent, resulting in a Johnstone Strait catch level of up to 280,000 chum; and
 - (ii) when the catch in Johnstone Strait is 280,000 chum or less, the United States catch of chum in Areas 7 and 7A shall be limited to chum taken incidentally to other species and in other minor fisheries, but shall not exceed 20,000, provided, however, that catches for the purposes of electrophoretic sampling shall not be included in the aforementioned limit;
 - (b) for Johnstone Strait run sizes from 3.0 million to 3.9 million
 - (i) Canada, taking into account the catch of Canadian chum in United States Areas 7 and 7A, will limit its harvest rate in Johnstone Strait to 20 percent, resulting in a Johnstone Strait catch level of 280,000 to 745,000 chum; and
 - (ii) when the catch in Johnstone Strait is from 280,000 to 745,000 chum, the United States catch of chum in Areas 7 and 7A shall not exceed 120,000;
 - (c) for Johnstone Strait run sizes of 3.9 million and greater
 - (i) Canada, taking into account the catch of Canadian chum in United States Areas 7 and 7A, will harvest at a rate in Johnstone Strait of 30 percent or greater, resulting in a Johnstone Strait catch level of 745,000 chum or greater; and

- (ii) when the catch in Johnstone Strait is 745,000 chum or greater, the United States catch of chum in Areas 7 and 7A shall not exceed 140,000;
 - (d) it is understood that the Johnstone Strait run sizes, harvest rates, and catch levels referred to in 3(a), 3(b), and 3(c) are those determined in season, in Johnstone Strait, by Canada; and
 - (e) the United States shall manage in a manner that, as far as practicable, maintains a traditional proportion of effort and catch between United States Areas 7 and 7A, and avoids concentrations of effort along the boundary in Area 7A.
4. In the years 1999 through 2008, the United States shall conduct its chum 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, minimize increased interceptions of Canadian origin chum. The United States shall continue to monitor this fishery to determine if recent catch levels indicate an increasing level of interception.
 5. If, in any year, the United States chum fishery in Areas 7 and 7A fails to achieve the catch levels specified in paragraphs 3(a)(ii), 3(b)(ii) and 3(c)(ii), any differences shall be compensated by adjustments to the Areas 7 and 7A fishery in subsequent years, except that chum catches below the level specified in paragraph 3(a)(ii) shall not be compensated.
 6. Catch compositions in fisheries covered by this Chapter will be estimated by post-season analysis using methods agreed upon by the Committee.
 7. Canada will manage the Nitinat net chum fishery to minimize the harvest of non-targeted stocks.
 8. In the years 1999 through 2008, Canada shall conduct electrophoretic sampling of chum taken in the West Coast Vancouver Island troll fishery if early-season catch information indicates that catch totals for the 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).
 9. During the period of August 1 through September 15 of each year, 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 non-Indian seine fisheries in Areas 7 and 7A. Note: purse seine fisheries are not permitted in U.S. Areas 4B, 5 and 6C.

10. Canada and the United States shall assess catch levels and make attempts to collect additional genetic samples from any chum salmon caught during the August 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).

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.

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 Alsek, 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 off-shore 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.⁸

- (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
 - 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

⁸ 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.

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) to complete by June 30, 1999, a bilateral report by the Northern Boundary Technical Committee on the status of coho salmon stocks in the Northern Boundary Area;
 - (d) 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;
 - (e) 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
 - (f) 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.

6. 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 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 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
 - (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
 - (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:
 - (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;

- 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

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.

**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);

- 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



Exchange of Diplomatic Notes (June 30, 1999)
Note from Canadian Ambassador (Raymond Chretien) to U.S. Ambassador
(Thomas Pickering)

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.

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.

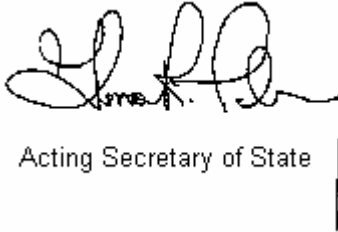
7. Nevertheless, the United States Government shall undertake to seek such legislative authority at an early date. In the event that the United States Government does not make initial funds available for the Funds by December 31, 1999, or in the event that additional installment payments to these Funds 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.

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

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)



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.

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

(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

**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;

- (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:

