

# AQUACULTURE SITE MARKINGS RECONCILIATION AGREEMENT

**WHEREAS** this Aquaculture Site Markings Reconciliation Agreement (“Agreement”) is made between the Government of Canada, the Government of Newfoundland and Labrador and the Government of Nova Scotia;

**AND WHEREAS** the Governments of Canada (“CA”), Newfoundland and Labrador (“NL”) and Nova Scotia (“NS”) (individually, a “Party” or collectively the “Parties”) are parties to the Canadian Free Trade Agreement (the “CFTA”);

**AND WHEREAS** aquaculture facilities are subject to federal legislation protecting the right to navigation, and CA, in consultation with the Parties, has developed a standard procedure for aquaculture site marking requirements;

**AND WHEREAS** the aquaculture site markings regulations, policies or procedures (the “Aquaculture Regulations”) of NL and NS and the aquaculture site marking requirements of CA have some areas of overlap;

**AND WHEREAS** the areas of overlap between the Aquaculture Regulations of NL and NS and the aquaculture site marking requirements of CA, cause unnecessary complexity and burden for aquaculturists in NL and NS;

**AND WHEREAS** NS established a regulatory framework in 2015, which included the intent to align aquaculture site marking requirements with that of CA;

**AND WHEREAS** NL is developing a new aquaculture licensing and development framework, including site marking requirements, for the Province;

**AND WHEREAS** NL and NS want, where appropriate, to align their respective Aquaculture Regulations with the aquaculture site marking requirements of CA;

**NOW THEREFORE** the Parties agree as follows:

## 1. PURPOSE AND EXTENT OF BURDEN REDUCTION

- 1.1. The purpose of this Reconciliation Agreement (the “Agreement”) is to align the Aquaculture Regulations of NL and NS with the aquaculture site marking requirements of CA.
- 1.2. This Agreement will result in the alignment of differences between the Aquaculture Regulations of NL and NS and aquaculture site marking requirements of CA, which will reduce the variance between and duplication of regulations and procedures with which aquaculturists must comply.

## 2. REGULATORY ALIGNMENT

- 2.1. NL and NS will align their Aquaculture Regulations with the aquaculture site marking requirements of CA within the areas of overlap so that the respective requirements of the Aquaculture Regulations of NL and NS are the same as the standard operating procedure concerning aquaculture site marking requirements of CA, subject to Article 2.2. The alignment of regulatory requirements under Article 2.2 may include alignment with respect to inspection duties and responsibilities, as the Parties may agree.
- 2.2. NL and NS' Aquaculture Regulations may vary from those of CA's standard operating procedure concerning aquaculture site marking requirements when a public policy reason, as determined by that province, (e.g. emergencies, safety issues, economic issues, etc.) necessitates such variance.
- 2.3. NL and NS will complete the alignment in Article 2.1 by **March 31, 2022**.
- 2.4. The Parties will report to the Regulatory Reconciliation and Cooperation Table ("RCT") on the progress of achieving implementation of this Agreement no later than December 31, 2020, and, if needed, provide additional updates as requested by the RCT.
- 2.5. During the term of this Agreement, if CA wishes to change its standard operating procedure for aquaculture site marking requirements, CA will provide NL and NS with reasonable notice, and the details, of its intended changes. CA will then work with NL and NS in good faith to ensure the proposed changes are acceptable to NL and NS. If the Parties are unable to come to an agreement on acceptable changes, NL and NS will have the option to unilaterally withdraw from this Agreement on the date CA's proposed changes are implemented. For the purposes of this section, "reasonable notice" is not less than **six (6)** months and is the reasonable time required for NL and NS to review the proposed changes, meaningfully engage with CA to find acceptable changes and determine whether to withdraw from this Agreement.

## 3. TERM, TERMINATION, RENEWAL AND WITHDRAWAL

- 3.1. This Agreement will commence for a Party on the date when such Party has signed this Agreement and CA has signed this Agreement (the "Effective Date"), and it will expire on December 31, 2024 or the end of any renewal term (the "Expiration Date"), unless terminated earlier or renewed by the Parties.
- 3.2. This Agreement may be terminated at any time if all Parties agree in writing to terminate this Agreement.
- 3.3. By the Expiration Date, all Parties will provide to the other Parties a written statement stating whether they agree to renew this Agreement on the Expiration Date or agree to allow it to expire on the Expiration Date. If CA and at least one other Party agree in writing to renew, this Agreement will renew for those Parties on the Expiration Date for a term agreed to among the renewing Parties at the time of renewal. All Parties that agree in writing to let this Agreement expire will be severed from this Agreement on the Expiration Date. Any Parties that do not provide a written statement will be deemed to

have renewed this Agreement on the same terms as the renewing Parties.

- 3.4. Any Party may withdraw from this Agreement by giving one (1) year's written notice to the other Parties.

## **4. AMENDMENT**

- 4.1. This Agreement can be amended by unanimous written agreement of the Parties.
- 4.2. Notice of amendments to this Agreement will be provided to the RCT Chair, in a manner determined by the Parties, as soon as reasonably practicable.
- 4.3. All amendments to this Agreement will be published on the CFTA website as soon as reasonably practicable, and the Parties agree to communicate in a timely manner any such amendments to their respective stakeholders considered to be affected by the amendments.
- 4.4. Any federal, provincial or territorial jurisdiction that is not a Party may accede to this Agreement by way of an amending agreement.

## **5. DISPUTE RESOLUTION**

- 5.1. In the event of a dispute arising out of or relating to this Agreement, any Party directly involved in the dispute may initiate informal consultations with the other Party or Parties to the dispute, and the disputing Parties will in good faith try to negotiate a resolution of the dispute.
- 5.2. If the Parties are unable to negotiate a mutually satisfactory resolution to the dispute, any Party to the dispute may initiate the dispute resolution processes under Chapter 10 of the CFTA.

## **6. COMMUNICATION**

- 6.1. This Agreement and any amendments to this Agreement will be published on the CFTA website.
- 6.2. Parties shall use best efforts to make this Agreement and any amendments known to:
  - 6.2.1. their employees, agents, officers, representatives and regulating authorities by way of internal policies and guidelines to ensure compliance; and
  - 6.2.2. individuals in their jurisdiction who are subject to, or who could be expected to be impacted by this Agreement.

## **7. CONFIDENTIAL INFORMATION**

- 7.1. Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal, provincial and territorial legislation regarding access to information

and privacy. Any information marked as confidential will be considered confidential information. No Party shall disclose confidential information except where disclosure is authorized or required by law, or with the written consent of the other Parties. Where a Party is required by law to disclose information, that Party will notify the affected Party before disclosing the information, if possible. Despite Article 3, this Article 7.1 will survive the expiration or termination of this Agreement or the severance of a Party from this Agreement.

## **8. COSTS**

- 8.1.** Any and all costs and expenses of a Party in relation to this Agreement shall be borne by the Party, individually, unless otherwise agreed to in writing by all the Parties.

## **9. NOTICE**

- 9.1.** Any notice, information or document required under this Agreement is deemed delivered if forwarded by facsimile, email or mail. Any notice sent by facsimile or email is deemed received one (1) working day after it is sent; any notice mailed is deemed received eight (8) working days after being mailed. It is the responsibility of each Party to promptly and effectively communicate changes to this Agreement.
- 9.2.** All notices, information and documents required under this Agreement must be sent to the addresses set out at Schedule "A".

## **10. COUNTERPARTS**

- 10.1.** This Agreement and any amendment to this Agreement may be signed in counterparts.

## **11. LANGUAGE**

- 11.1.** This Agreement is executed in both the English and French languages. The English and French versions of this Agreement are deemed identical.

## **12. SIGNATURES**



**CANADIAN  
FREE TRADE  
AGREEMENT**  
**ACCORD DE  
LIBRE-ÉCHANGE  
CANADIEN**

## **REGULATORY RECONCILIATION AND COOPERATION**

**As the duly authorized representative of:**

Transport Canada

\_\_\_\_\_  
**Party**

**I hereby sign the:**

## **AQUACULTURE SITE MARKINGS RECONCILIATION AGREEMENT**

  
\_\_\_\_\_  
**Signature**

Nicole Girard

\_\_\_\_\_  
**Name**

Director General, Navigation Protection Program

\_\_\_\_\_  
**Title**

2020 - 09 - 23

\_\_\_\_\_  
**Date**



**CANADIAN  
FREE TRADE  
AGREEMENT  
ACCORD DE  
LIBRE-ÉCHANGE  
CANADIEN**

**REGULATORY RECONCILIATION AND COOPERATION**

**As the duly authorized representative of:**

**Nova Scotia Department of Fisheries and Aquaculture  
Party**


**I hereby sign the:**

**AQUACULTURE SITE MARKINGS RECONCILIATION AGREEMENT**

  
**Signature**

**Honourable Keith Colwell, E.C.N.S.  
Name**

**Minister of the Department of Fisheries and Aquaculture  
Title**

  
**Date**



CANADIAN  
FREE TRADE  
AGREEMENT  
ACCORD DE  
LIBRE-ÉCHANGE  
CANADIEN

## REGULATORY RECONCILIATION AND COOPERATION

As the duly authorized representatives of:

Government of Newfoundland and Labrador  
Party

We hereby sign the:

### AQUACULTURE SITE MARKINGS RECONCILIATION AGREEMENT

  
\_\_\_\_\_  
Signature

Hon. Derrick Bragg

\_\_\_\_\_  
Name

Minister of Fisheries, Forestry and Agriculture

Title

FEB 24 2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Hon. Andrew Furey

\_\_\_\_\_  
Name

Minister for Intergovernmental Affairs

Title

FEB 24 2022

\_\_\_\_\_  
Date

**SCHEDULE “A”  
NOTICE TO PARTY REPRESENTATIVES**

<b>Jurisdiction</b>	<b>Authorized Representative</b>	<b>Address for Notice</b>
RCT	RCT Chair, c/o Pat Fortier Managing Director Internal Trade Secretariat	<b>Mailing &amp; Courier Address:</b> #101 – 605 Des Meurons Street Winnipeg, MB R2H 2R1 <b>Tel.</b> 204-987-8092 <b>Email:</b> <a href="mailto:rct-tccr@its-sci.ca">rct-tccr@its-sci.ca</a>
Canada	Donna McLean Director, Navigation Protection Program Transport Canada	<b>Mailing &amp; Courier Address:</b> 330 Sparks Street Ottawa, ON K1R 5A6 <b>Email:</b> <a href="mailto:donna.mclean@tc.gc.ca">donna.mclean@tc.gc.ca</a>
Newfoundland and Labrador	Stephanie Synard-McInnis Director of Aquaculture Development Fisheries Innovation and Development Dept. of Fisheries and Land Resources Government of Newfoundland and Labrador	<b>Mailing &amp; Courier Address:</b> 58 Hardy Avenue P.O Box 679 Grand Falls-Windsor, NL A2A 2K2 <b>Tel:</b> 709-292-4111 <b>Email:</b> <a href="mailto:StephanieSynard@gov.nl.ca">StephanieSynard@gov.nl.ca</a>
Nova Scotia	Bruce Hancock, Executive Director, Aquaculture Dept of Fisheries & Aquaculture Government of Nova Scotia	<b>Mailing &amp; Courier Address:</b> Suite 607, World Trade Convention Centre Halifax, NS B3J 2R5 <b>Tel.</b> 902-875-7433 <b>Email:</b> <a href="mailto:Bruce.Hancock@novascotia.ca">Bruce.Hancock@novascotia.ca</a>