

**CANADA - NOVA SCOTIA
MEMORANDUM OF UNDERSTANDING
ON FISH HABITAT MANAGEMENT (“MOU”)**

Between:

The Government of Canada as represented by the Department of Fisheries and Oceans (herein after referred to as DFO or Canada)

And:

The Government of Nova Scotia as represented by the Department of Agriculture and Fisheries (herein after referred to as NSDAF or Nova Scotia)

Whereas, the *Constitution Act, 1867* assigns to the federal government exclusive jurisdiction for sea coast and inland fisheries AND the *Fisheries Act* sets out the powers and duties of the federal government with respect to the conservation and protection of fish habitat; and

Whereas, the *Constitution Act, 1867* assigns to the provinces exclusive jurisdiction over matters dealing with property and civil rights, and the management of public lands, and matters of a local or private nature in the province AND based on these heads of power, the provinces may regulate certain aspects relating to fisheries and fish habitat such as conveyances, leases; and resource usage and protection; and

Whereas, Nova Scotia manages Crown lands, water and fisheries, **including recreational fisheries in non-tidal waters**, through various legislation, policies, and guidelines and has established laws and policies that provide for the integration of fish habitat protection and conservation considerations and measures in its decision making processes; and

Whereas, the federal government and the provinces have entered into an *Agreement on Interjurisdictional Cooperation with Respect to Fisheries and Aquaculture* that provides both the foundation for the Canadian Council of Fisheries and Aquaculture Ministers (CCFAM) and sets out the principles of co-operation; and

Whereas, DFO and NSDAF are committed to conserve and protect fish habitat required to sustain the province’s fisheries resources and to collaborate and share responsibilities in the delivery of habitat management activities in Nova Scotia, where it is of mutual interest; and

Therefore, DFO and NSDAF agree to the following Canada-Nova Scotia Fish Habitat MOU:

1. Purpose and Objectives

This agreement is intended to facilitate a collaborative approach to increase certainty, consistency, efficiency and effectiveness in the conservation, protection and enhancement of fish habitat in Nova Scotia according to the provisions of the relevant federal and provincial legislation, regulations, policies and programs.

2. General Provisions

- 2.1. Fish habitat conservation, restoration and enhancement in Nova Scotia will be managed in accordance with the principles of the DFO Policy for the Management of Fish Habitat (1986).
- 2.2. The regulatory and legal decision making authority of DFO and NSDAF are not delegated or otherwise affected by this agreement.
- 2.3. The parties may jointly fund and support projects and initiatives that sustain program priorities, but there will be no transfer of resources between the Parties for services agreed to by them.
- 2.4. The parties will explore and pursue opportunities for the cross-designation of habitat enforcement powers.
- 2.5. Nothing in this agreement abrogates or derogates from any Aboriginal, treaty or other rights of Aboriginal People including self-government.

3. Scope of Application

3.1. This MOU applies to:

- 3.1.1. all freshwater fish habitats in Nova Scotia;
- 3.1.2. in the marine environment, capital infrastructure contiguous with the uplands entirely contained within the nearshore area; and,
- 3.1.3. those other mutually agreed upon activity areas listed in Annex 2.

4. Management Provisions

- 4.1. The parties will establish a federal / provincial Fish Habitat Management Committee to be co-chaired by DFO (Regional Director of Oceans and Habitat, Maritimes Region and Regional Manager of Oceans and Habitat, Gulf Region) and the NSDAF Director of Inland Fisheries.
- 4.2. The Committee will meet annually, or more frequently as required, to fulfill the specific purposes of this agreement. Annex 1 lists The General Areas of Common Interest that will form the basis for the development and implementation of an annual workplan to further this agreement; namely to:
 - 4.2.1. Co-ordinate communications between the parties and other relevant agencies;

- 4.2.2. Oversee the implementation and ongoing delivery of the general provisions of this MOU through the short and long-term commitments and projects;
 - 4.2.3. Monitor and evaluate the implementation and ongoing delivery of this MOU;
 - 4.2.4. Provide for the development and delivery, where possible, of clear, consistent and comprehensive harmonised policies, standards, guidelines and procedures to ensure integrated conservation, management and protection of fish habitat;
 - 4.2.5. Establish joint objectives and priorities for fish habitat management and protection;
 - 4.2.6. Co-ordinate work activities to ensure comprehensive and effective management and protection of fish habitat and that decisions are made in an efficient and timely manner;
 - 4.2.7. Pursue collaborative initiatives with all orders of government, First Nations, industry and other non-government organizations to advance the objectives of this agreement;
 - 4.2.8. Identify fish habitat information and research needs and priorities;
 - 4.2.9. Support joint training programs to enhance fish habitat management and protection and increase consistency in its approaches;
 - 4.2.10. Develop mechanisms for incorporating the views of stakeholders, where possible and practical, in the operation of this agreement.
- 4.3. The Fish Habitat Management Committee will submit an annual report on the implementation of this agreement including a workplan for the coming year to the Minister of Fisheries and Oceans and to the Minister of Agriculture and Fisheries as soon as practicable after the conclusion of the year. A year will be considered to run from April 1 to March 31.
- 4.4. The Parties agree to the use of this forum to preview desired policy and procedural changes having a direct impact on the Parties respective programs.**

4.5. Dispute Resolution

Canada and Nova Scotia will resolve issues regarding the implementation of this agreement in a timely manner using mechanisms available at the staff and senior executive level and through the Fish Habitat Management Committee.

5. Term

- 5.1. The signatures of the parties will initiate this agreement
- 5.2. Either DFO or NSDAF can terminate this agreement on three months notice to the other party.
- 5.3. The agreement can be amended at any time with the concurrence of both parties.

6. Signatures

**The Honourable Geoff Regan
Minister of Fisheries and Oceans
Government of Canada**

Date

**The Honourable Chris A. d'Entremont
Minister of Agriculture and Fisheries
Government of Nova Scotia**

Date

ANNEX 1 – General Areas of Common Interest

For the purpose of administering this agreement, this table itemizes the general work areas of common interest that make up the total function of fish habitat management.

- REGULATORY
- FRESHWATER AND OCEANS PLANNING
- INTEGRATED RESOURCE PLANNING
- HABITAT ENHANCEMENT
- COMMUNITY OUTREACH AND STEWARDSHIP
- SCIENTIFIC SUPPORT
- INFORMATION MANAGEMENT
- PROGRAM MANAGEMENT

ANNEX 2 – Areas of Mutual Interest

This list constitutes mutual areas of interest that will be added to section 3.0 Scope of Application of this agreement.

- Moorings
- Breakwaters
- Dredging for navigational purposes.