

DEPARTMENT OF STATE

WASHINGTON

December 23, 2008

Sir:

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

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

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

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

DIPLOMATIC NOTE

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

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

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

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

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

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

For the Secretary of State:

A handwritten signature in cursive script, reading "David Balton". The signature is written in dark ink and is positioned below the typed name "David Balton".



Note No. 0252

Washington, D.C., December 23, 2008

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

Dear Madam Secretary,

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

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

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

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

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

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



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