April 3, 2018

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act FLR/18/2018

On February 11, 2018, the Department of Fisheries and Land Resources (FLR) received your request for access to the following records:

"Could you please provide a copy of the signed Atlantic Fisheries Fund Agreement?"

I am pleased to inform you that a decision has been made by the Deputy Minister of FLR to provide full access to the requested information. The responsive record are attached.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).
Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-3730 or by email at hollyphilpott@gov.nl.ca

Sincerely,

Holly Philpott
ATIPP Coordinator

Right of access

8. (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of a public body, including a record containing personal information about the applicant.

   (2) The right of access to a record does not extend to information excepted from disclosure under this Act, but if it is reasonable to sever that information from the record, an applicant has a right of access to the remainder of the record.

   (3) The right of access to a record may be subject to the payment, under section 25, of the costs of reproduction, shipping and locating a record.

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

   (2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

      (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

      (b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

   (3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.
(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
The Honourable Dwight Ball, M.H.A.
Premier
Government of Newfoundland and Labrador
c/o Ms. Edna Roberts

Dear Premier Ball:

Thank you for your correspondence of July 28, 2017, on the matter of the Atlantic Fisheries Fund (AFF).

The Government of Canada is eager to move forward with AFF projects as soon as possible and I am pleased to note that your province shares the same goal. We plan to begin signing provincial agreements in the coming days.

This letter will confirm our July 11, 2017, discussion regarding the expected allocation of the $325M federal investment under AFF to Newfoundland and Labrador. Because of Newfoundland and Labrador’s exceptional position within the fishery including the volume of product, trade opportunities, research excellence and need for transition planning, your province is very well positioned to have an abundance of priority projects under the AFF. I am committed to ensuring that Newfoundland and Labrador’s unique history and attachment to the fishery is recognized and supported through the AFF. Pursuant to the approach we discussed, over the life of the seven year fund, Newfoundland and Labrador would receive no less than $100M. This would be comprised of at least $88.5M from a minimum of 30% of the $295M Atlantic-focused portion of the AFF plus access to and benefit from the $30M national market access and development fund as well as benefit from Pan-Atlantic projects. Attached is the document which had been previously shared between our officials that has now been further updated to reflect the final proposed language above.

The new AFF will be instrumental in creating new opportunities, to innovate, to sustain the fishery and to protect and create well-paying jobs in Newfoundland and Labrador and throughout the Atlantic region. I look forward to joining your government in signing an agreement soon so that our fishermen, industry, researchers and other partners can begin to realize the benefits.

Sincerely,

[Signature]
Dominic LeBlanc, P.C., Q.C., M.P.

Enclosure (1): The Atlantic Fisheries Fund – Newfoundland and Labrador
Atlantic Fisheries Fund Program
The Atlantic Fisheries Fund Program is a new $325M federal investment supporting the Atlantic Growth Strategy to solidify the importance of the fish and seafood industry to the Canadian economy.

The AFF Program consists of four pillars: Innovation, Infrastructure, Science Partnerships, and Market Access and Development. Of the total AFF value of $325M, Atlantic Canada has access to the first three pillars exclusively, for a total of $295M.

In addition, $30M of the $325M is reserved for the Market Access and Development Initiative which will be accessible in all provinces and territories. Project proponents from the Atlantic provinces will have access to this National Market Access and Development Initiative funding – which will be in addition to the funds available under the $295M Atlantic portion.

Given the cost sharing ratio of 70% federal and 30% provincial, this $325M federal investment will increase to approximately $464M in new investment dollars for the fish and seafood sector.

The Atlantic Framework Agreement includes the parameters for managing the total federal funding of $295M and total provincial funding of $126M for the Atlantic pillars only, for a total of $421M.

In addition to the benefits new investments will accrue for each of the Atlantic Provinces, the focus on Pan-Atlantic projects is expected to accrue benefits to the broader Atlantic region. The objective of Pan-Atlantic projects is to align federal and regional priorities and maximize the Parties’ contributed resources to advance regional growth and development. By capitalizing on competitive strengths, the regional sector capacity of the Provinces and by leveraging private sector investment, the accrued benefits of the AFF Program are expected to exceed the $421M federal/provincial investment.

Federal Contribution to Newfoundland and Labrador
Over the life of the seven year fund, Newfoundland and Labrador would receive no less than $100M comprised of:

- at least $88.5M from a minimum of 30% of the $295M Atlantic-focused portion of the AFF
- access to and benefit from the $30M national marketing program. Benefits of improved market development and access are expected to broadly benefit Canadian harvesters and producers regardless of whether a province contributes to a marketing project. Criteria are still under development and we continue to work closely with all jurisdictions to develop a program that meets their needs
- benefit from Pan-Atlantic projects

This total includes federal program delivery cost of no more than 10%; and maintains the provincial ability to allocate $3.7M toward costs of administering projects as part of the 30 per cent provincial share.
ATLANTIC FRAMEWORK AGREEMENT
FOR THE ATLANTIC FISHERIES FUND PROGRAM

THIS AGREEMENT made between

HER MAJESTY IN RIGHT OF CANADA (herein referred to as “Canada”), as represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard;

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR (herein referred to as “Newfoundland and Labrador”), as represented by the Ministers' of Fisheries and Land Resources; and Intergovernmental and Indigenous Affairs;

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK (herein referred to as “New Brunswick”), as represented by the Minister of Agriculture, Aquaculture and Fisheries;

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NOVA SCOTIA (herein referred to as “Nova Scotia”), as represented by the Minister of Fisheries and Aquaculture; and

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF PRINCE EDWARD ISLAND (herein referred to as “Prince Edward Island”), as represented by the Minister of Agriculture and Fisheries.

(Her Majesty in Right of the Provinces of Newfoundland and Labrador, New Brunswick, Nova Scotia and Prince Edward Island are herein collectively referred to as “the Provinces”.)

WHEREAS the Minister of Fisheries, Oceans and the Canadian Coast Guard may enter into agreements with the government of any province;

AND WHEREAS Canada and the Provinces are working together, in support of the Atlantic Growth Strategy (AGS), to build a vibrant economic future for Atlantic Canada by focusing their efforts and resources to stimulate the region's economy, and address both longstanding and emerging regional challenges;

AND WHEREAS to address these regional challenges and capitalize on growth opportunities, Canada and the Provinces have developed a new Atlantic Fisheries Fund (AFF) designed to reinforce and modernize Atlantic Canada’s fish and seafood sector as world class, positioned to adapt to and meet market requirements for legally and sustainably sourced safe and high quality fish and seafood products;

AND WHEREAS as a means to contribute to the achievement of the objectives of the AFF, Canada and the Provinces have agreed to enter into an agreement that supports an approach that aligns with federal and provincial priorities, and maximizes resources to drive the AFF outcomes of enhancing stability, sustainability, growth and economic value in the Atlantic fisheries sector, creating quality jobs, and supporting coastal communities;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the premises, covenants and agreements herein contained, the Parties hereto covenant and agree as follows:
1.0 DEFINITIONS

1.1 In this Agreement, unless the context requires otherwise,

(a) "Agreement" means this Atlantic Framework Agreement, including any schedules and annexes attached hereto;

(b) "Atlantic Fisheries Fund Secretariat" means DFO, specifically the group responsible for the coordination functions of the Agreement that include overseeing the financial functions of the Agreement (including disbursements, approval of budgets, and monthly reporting), meeting logistics and minutes, management information systems and communications of the business of the Agreement;

(c) "Bilateral Management Committee" has the meaning ascribed to it in section 5.2 of this Agreement;

(d) "Bilateral Steering Committee" has the meaning ascribed to it in section 4.2 of this Agreement;

(e) "Deputy Ministers" means:

(i) the Deputy Minister of the DFO, and includes anyone authorized to act on his/her behalf;

(ii) the Newfoundland and Labrador Deputy Minister of Fisheries and Land Resources, and includes anyone authorized to act on his/her behalf;

(iii) the New Brunswick Deputy Minister of Agriculture, Aquaculture and Fisheries, and includes anyone authorized to act on his/her behalf;

(iv) the Nova Scotia Deputy Minister of Fisheries and Aquaculture, and includes anyone authorized to act on his/her behalf; and

(v) the Prince Edward Island Deputy Minister of Agriculture and Fisheries, and includes anyone authorized to act on his/her behalf;

(f) "DFO" means the Department of Fisheries and Oceans;

(g) "Eligible Costs" means those costs defined in Schedule A of this Agreement;

(h) "Federal Minister" means the Minister for the purposes of the Atlantic Fisheries Fund and is the Minister of Fisheries, Oceans and the Canadian Coast Guard, and includes anyone authorized to act on their behalf;

(i) "Fiscal Year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;

(j) "Fish and Seafood" means both fish and seafood products that are wild harvested or produced from aquaculture operations;

(k) "Implementing Party" means DFO, which has the responsibility for administering the Program in accordance with decisions of the Deputy Minister Steering Committee;

(l) "Management Committee" has the meaning ascribed to it in section 5.0 of this Agreement;

(m) "Ministers" means the Federal Minister and the Provincial Ministers;

(n) "Pan-Atlantic Projects" refer to those projects of which at minimum two or more provinces in this Agreement will make contributions;

(o) "Party" or "Parties" means the Ministers and includes anyone authorized to act on their behalf;

(p) "Program" means the pillars of the Atlantic Fisheries Fund described in Schedule A of this Agreement;

(q) "Program Pillars" has the meaning ascribed to in Schedule A of this Agreement;
(r) "Project" means a specific activity or activities forming a self-contained unit as described in Schedule A of this Agreement;

(s) "Provincial Ministers" means:

(i) the Newfoundland and Labrador Minister of Fisheries and Land Resources, and includes anyone authorized to act on his/her behalf;
(ii) the New Brunswick Minister of Agriculture, Aquaculture and Fisheries, and includes anyone authorized to act on his/her behalf;
(iii) the Nova Scotia Minister of Fisheries and Aquaculture, and includes anyone authorized to act on his/her behalf; and
(iv) the Prince Edward Island Minister of Agriculture and Fisheries, and includes anyone authorized to act on his/her behalf;

(t) "Recipient" means an eligible applicant as described in Schedule A of this Agreement;

(u) "Steering Committee" has the meaning ascribed to it in section 4.0 of this Agreement;

2.0 PURPOSE AND OBJECTIVES

2.1 The purpose of this Agreement is to align federal and provincial priorities and maximize the Parties' contributed resources to advance the AFF objectives.

2.2 The objectives of this Agreement are to support and contribute to the achievement of the objectives of the AFF to reinforce Atlantic Canada's fish and seafood sector as world class, positioned to modernize and adapt to and meet market requirements for legally and sustainably sourced, safe and high quality fish and seafood products by supporting investments in infrastructure, innovation, and science partnerships.

2.3 The Parties hereby undertake jointly to achieve the objectives of the AFF through the following Guiding Principles:

a) Enhance industry's ability to adapt, diversify and modernize to meet market demands for high quality, sustainable, value-added fish and seafood products through strategic investments in infrastructure, innovation and science partnerships.

b) Foster cooperation, coordination, partnerships and consortia across the Government of Canada and the Atlantic Provinces, working with Indigenous groups, industry, labour organizations, NGOs, and the science and academic communities in the identification and promotion of potential projects of mutual interest and objectives.

c) Encourage and facilitate large-scale projects that would have significant benefits in the sectoral and/or regional level with broader benefits to Canadians, while also supporting projects of a provincial or local interest.

d) Develop synergies and better inform project proposal development through workshops and outreach together with the Provinces, Indigenous groups, the range of industry participants, NGOs, and the science and academic communities to better position the fish and seafood sector to achieve goals and priorities.

e) Cost-sharing federal-provincial flexible arrangements described herein, with an overall target of 70-30 federal-provincial sharing over the life of the Atlantic Fisheries Fund.

f) Shared federal-provincial accountability and reporting mechanisms to track and communicate results to Canadians.

3.0 IMPLEMENTATION

3.1 To achieve the purpose and objectives outlined in section 2.0 above and in Schedule A and Annexes 1, 2, 3, and 4 of this Agreement, each Party shall participate in the delivery of the Program in accordance with and subject to the terms and conditions of this Agreement.

3.2 The Federal and Provincial Ministers shall assume legislative program accountability within their respective jurisdictional accountability structures. The Federal Minister shall be the authority to approve all projects funded under the AFF following the recommendation of the Steering Committee and consent from Provincial Ministers for expenditure of the provincial funds. Ministers shall be the overarching strategic direction setting body and be responsible for reporting results of the Agreement to the public.
3.3 Approved projects shall be consistent with the purpose and objectives set out in section 2.0 and in Schedule A of this Agreement.

4.0 STEERING COMMITTEE

4.1 A committee, (hereinafter referred to as the “Steering Committee”), comprised of Deputy Ministers, shall provide advice and strategic direction to the Management Committee and review progress on the implementation of the Agreement, at a minimum, on a yearly basis.

4.2 A Bilateral Steering Committee shall be established with each of the Atlantic Provinces and shall have the same roles, responsibilities, authorities and accountabilities as the Pan-Atlantic Steering Committee with respect to bilateral activities and bilateral projects. All rules and procedures applicable to the Pan-Atlantic Steering Committee shall apply to the Bilateral Steering Committees.

4.3 The Steering Committee shall be comprised of one member from each of the Parties, and specifically shall include five voting members as follows:
(a) The Deputy Ministers of each of the Atlantic Provinces, or their designates; and
(b) The Deputy Minister of the DFO, or his or her designate.

4.4 The Steering Committee shall act as the principal forum to establish annual priorities, including facilitating the coordination of Pan-Atlantic and/or sectoral priorities relating to the AFF. The Steering Committee shall also assist in ensuring there is collaborative and meaningful discussion between Canada and the Atlantic Provinces. The mandate of the Steering Committee shall include, but not be limited to:
(a) act as the principal forum to plan, coordinate and set priorities relating to the three pillars of the AFF Program;
(b) provide information, advice and strategic direction to the Management Committee on the implementation and administration of the AFF Program;
(c) be responsible for providing governance and direction on the implementation and administration of the AFF Program, including establishing project assessment criteria, accountability structures, and a performance management and reporting framework;
(d) review and approve work plans and progress reports of the AFF Program and provide direction for adjustments that may be required to ensure that commitments are met and the strategic elements of the Program are fully implemented;
(e) review projects that have been recommended for funding by the Management Committee, and provide final recommendations to the Federal Minister for final approval.
(f) provide fiscal oversight on an annual basis and evoke, as required, the necessary financial controls to ensure the 70:30 federal-provincial cost share ratio is met over the life of the AFF Program; and,
(g) appoint a Management Committee as described in section 5 of this Agreement responsible for administering and implementing the Program.

4.5 The Steering Committee shall meet as necessary, but no less than once per year. The Co-Chairs of the Management Committee shall attend the Steering Committee meetings but shall not have any voting rights on the matters of the Steering Committee.

4.6 Projects that are recommended for funding from the Management Committee shall be shared in a reasonable timeframe with the Steering Committee in advance of a Steering Committee meeting.

4.7 Decisions of the Steering Committee shall be taken by consensus, and recorded in writing.

4.8 All administrative procedures of the Steering Committee shall be followed by the Atlantic Fisheries Fund Secretariat, including:
(a) keeping minutes of meetings to be approved by all Deputy Ministers as true records of the meeting;
(b) establishing rules and procedures with respect to its meetings and those of its sub-committees, including rules for the conduct of meetings and the making of decisions;
(c) ensuring that all documents needed for the proper administration of the Agreement are prepared and retained.
4.9 A quorum for meetings of the Steering Committee shall be all voting members of the Steering Committee or their designate. The Parties agree that each voting member may appoint a designate who shall have all the powers and authorities of the Deputy Ministers with respect to the Program.

4.10 Steering Committee decisions shall be guided by the decisions taken bilaterally between Canada and the Provinces respectively, pursuant to Annexes 1, 2, 3, and 4.

4.11 Decisions of the Steering Committee shall be acted upon only if taken by consensus by the voting members of the Steering Committee. Should a voting member abstain, then such decisions must be taken by consensus by those voting.

4.12 Once the Steering Committee has completed its recommendations for projects, Provincial Ministers shall each submit a consent letter signifying their approval of projects, where expenditures from their Province are required, to the Minister of Fisheries, Oceans and the Canadian Coast Guard for consideration.

4.13 The Steering Committee shall exist until its activities, including final reports, have been completed.

5.0 MANAGEMENT COMMITTEE

5.1 The Steering Committee shall establish a “Management Committee” at its first meeting, which shall be responsible for the implementation and management of the Agreement, administration of AFF Program, monitoring, reporting and communication of activities undertaken, and coordination of all aspects of such activities with other federal and provincial programs.

5.2 A Bilateral Management Committee shall be established by the Bilateral Steering Committees with each Atlantic Province and shall have the same roles, responsibilities, authorities and accountabilities as the Pan-Atlantic Management Committee with respect to bilateral activities and bilateral projects. To ensure consistency and the transfer of information, the Provinces and DFO will strive to appoint the same people to the bilateral committees as those who sit on the Pan-Atlantic Management Committee. All rules and procedures applicable to the Pan-Atlantic Management Committee shall apply to the Bilateral Management Committees.

5.3 The Management Committee shall be comprised of Directors General or Regional Directors General (or their equivalent) from each of the Parties, or a designated alternate.

5.4 The Management Committee shall be led by two co-chairs, consisting of one member on behalf of the Federal Minister and one member of one of the provincial members of the Management Committee. The provincial representative shall change by rotation, on a yearly basis, allowing each of the Provinces to co-chair during the term of the Agreement.

5.5 The Management Committee shall, subject to and consistent with the direction of the Steering Committee:
   a) conduct joint planning and coordination to identify and develop Pan-Atlantic initiatives/projects and work plans that support the Agreement;
   b) recommend priority areas for investment to the Steering Committee;
   c) Consistent with Schedule A and Annexes 1, 2, 3, and 4 review project proposals of interest to the Parties, rank them, and recommend projects for consideration of funding to the Steering Committee for approval by the Federal Minister;
   d) prepare and carry out annual work plans and a performance and evaluation framework, and seek the direction and approval of the Steering Committee on the activities within the annual work plan and the performance and evaluation framework;
   e) annually review the programming and budget as set out in Schedule A of this Agreement; including establishing an annual budget for new and existing projects funded under the Program, reviewing the investment shares provided by each of the Parties, and making recommendations to the Steering Committee on necessary adjustments to ensure the cost-sharing ratio is met at the end of the Program;
   f) recommend for Steering Committee approval, and implement a performance and evaluation framework;
   g) report on outcomes and results of this Agreement and the Program projects and investments annually to the Steering Committee, and to each of the DFO and Atlantic Provinces;
h) establish sub-committees as needed, including the establishment of external technical/expert panels to provide advice and assess the technical components of project proposals;

i) where relevant, ensure efficient and effective implementation and administration of the Program by aligning and coordinating activities under this Agreement and the Program with those administered by other federal and provincial agencies;

j) where appropriate and relevant, direct project proposals to other suitable funding programs administered by other federal or provincial agencies;

k) where appropriate and necessary, establish additional criteria for project evaluation and rating in addition to those outlined in Schedule A, and consistent with this Agreement; and,

l) other duties as may be assigned by the Steering Committee.

5.6 Management Committee Meetings and Administrative Matters

The Management Committee shall meet, at a minimum, on a quarterly basis, and shall:

a) establish all procedures in respect of its own meetings, including rules for the conduct of meetings, the appointment of alternates for members and the making of decisions where the members are not physically present in one place;

b) ensure a full and free flow of information between the Parties;

c) ensure that all contribution agreements incorporate all relevant provisions of this Agreement;

d) adopt procedures, forms, reports and guidelines consistent with this Agreement, as it deems expedient and appropriate to achieve the purpose of this Agreement. This includes meeting the provisions on accountability, evaluation and reporting as outlined in Section 12.0 of this Agreement.

5.7 A quorum for all meetings of the Management Committee shall be all voting members or their alternates.

5.8 Decisions of the Management Committee shall be acted upon only if taken by consensus by voting members. Should a voting member wish to abstain, then such decisions shall be taken by consensus of those voting.

5.9 The Management Committee shall continue to exist and to operate for as long as is necessary beyond the term of this Agreement to meet the requirements of this Agreement.

5.10 The Management Committee shall be supported by the Atlantic Fisheries Fund Secretariat with regards to administrative matters and soliciting and screening projects. The Atlantic Fisheries Fund Secretariat will coordinate activities with the Provinces in the engagement of stakeholders to solicit project interests and initial screening.

5.11 Project Selection

a) All Project Proposals under the Program shall be solicited through an application-based process in accordance with criteria set out in Schedule A of this Agreement. The Management Committee shall solicit project proposals, review and assess the proposals, and recommend those for approval for investment under the Program to the Steering Committee, and then for approval by the Federal Minister. A letter of consent from the respective Provincial Minister(s) indicating their approval of projects shall accompany the Steering Committee’s recommendations to the Federal Minister.

b) Pan-Atlantic Projects shall be reviewed and assessed by the Management Committee established pursuant to section 5 of this Agreement, recommended to the Steering Committee established pursuant to section 4 of the Agreement and approved by the Federal Minister. A letter of consent from the respective Provincial Minister(s) indicating their approval of projects shall accompany the Steering Committee’s recommendations to the Federal Minister.

c) Province specific projects, that is those projects that are co-funded by one Atlantic Provinces only, or of benefit to one province only, shall be reviewed by the Bilateral Management Committee and recommended to the Bilateral Steering sub-Committee set up pursuant to Annexes 1, 2, 3, and 4 for decision by the Federal Minister. A letter of consent from the respective Provincial Minister indicating approval of projects shall accompany the Steering Committee’s recommendations to the Federal Minister.
6.0 ADMINISTRATION

6.1 This Agreement shall be effective between Canada and a particular Province as of the date at which this Agreement and the Province's corresponding Annex (Annex 1, 2, 3, or 4) are both signed by Canada and the Province. This Agreement shall remain in force for the duration of the Program which is scheduled to operate for 7 years in length beginning fiscal year 2017-2018, and terminate one year after the end of the Program, March 31, 2024. All activities related to program and project implementation, such as reporting and performance management, will continue to be carried out beyond the duration of the program for as long as is needed to ensure that all requirements set out in this Agreement are met for all projects.

6.2 Notwithstanding sub-section 6.1, any Province may terminate its rights and obligations under the Agreement at the end of any Fiscal Year by giving one year’s written notice to the other Parties, provided that the terminating Province has fulfilled its obligations for the period of its participation in the Agreement. This includes the financial obligation of achieving the final cost sharing ratio for that Province set out in the Annex for that Province, for the Province’s period of participation in the Program. If a Province chooses to terminate, the Province will reimburse the Government of Canada any outstanding funding amounts to achieve the final cost sharing ratio for that Province set out in the Annex for that Province for monies received for the period of its participation in the Agreement.

6.3 Canada may terminate its rights and obligations under the Agreement at the end of any Fiscal Year by giving one year’s written notice to all of the other Parties. Canada’s termination will result in the discontinuing of all Program activities and take effect at the end of the next Fiscal Year that follows the Fiscal Year during which Notice was given (the "Notice Period"). Obligations incurred for Projects in existence at the time of Notice being given will not be affected by the Notice of Termination by Canada but may be terminated pursuant to the terms of the Contribution Agreements used to fund those Projects. New Projects negotiated during the Notice Period may not exceed the Notice Period in duration unless all Parties mutually agree on funding for any Project with a duration longer than the Notice Period.

6.4 Notwithstanding sub-sections 6.1, 6.2 and 6.3, the provisions of the Agreement necessary to permit the orderly windup of the Agreement shall remain operative until all obligations have been discharged.

6.5 Nothing in this Agreement prevents Canada or the Provinces from contracting the services of the other in the implementation of all or part of any Project emanating therefrom.

6.6 All relevant and applicable federal and provincial environmental legislation and policies shall apply for all Projects under this Agreement. The Parties acknowledge that where federal and provincial environmental assessment requirements overlap, efforts shall be made to avoid duplication in environmental assessment and, where possible, the assessment of the Recipient shall be conducted in a manner that fully satisfies the requirements of the other Parties. All Parties shall freely exchange information on all environmental assessments carried out on Projects under this Agreement.

6.7 Each of the Parties hereto acknowledges that this Agreement and any information a Party shares with any other Party shall be subject to the provisions of the relevant provincial freedom of information and protection of privacy legislation, including the Freedom of Information and Protection of Privacy Act (Nova Scotia), the Right to Information and Protection of Privacy Act (New Brunswick), the Access to Information and Protection of Privacy Act, 2015 (Newfoundland and Labrador), the Freedom of Information and Protection of Privacy Act (Prince Edward Island), the Access to Information Act (Canada), the Privacy Act (Canada), and other applicable legislation.

6.8 Each of the Parties agrees to comply in all material respects with the requirements of all applicable laws, regulations, orders and orders in council, and to comply with the requirements of all applicable regulatory bodies in their respective jurisdictions.
7.0 CONTRIBUTION AGREEMENTS

7.1 Following Project approval by the Federal Minister, there must be a written agreement between the Implementing Party and the Recipient of a contribution that identifies the conditions of the contribution, the expected results to be achieved, the obligations of the parties involved and the conditions of payment. For this purpose, a template contribution agreement shall be approved by the Steering Committee and shall be used for all Projects, except as otherwise directed by the Steering Committee.

7.2 Subject to the provisions of this Agreement and in particular sub-section 7.5 and section 11.0, any contribution agreement entered into by the Implementing Party with a Recipient for any Project shall be issued and administered in accordance with the Program procedures set out pursuant to Schedule A.

7.3 Intellectual property rights that arise in the course of a project will vest in the Recipient, or be licensed by a third party to the Recipient. Where it is necessary for program administration purposes and/or serves public good purposes, and it is not detrimental to the goals of the Recipients, Canada and the Provinces may negotiate a license to intellectual property developed by Recipients through a third party. The rights to use this material may include translating and/or publishing the intellectual property on the DFO website, in printed documents or other publications.

7.4 Where Indigenous Traditional Knowledge is used by the Recipient in preparing a report or other documentation and a copy of the information is provided to DFO, the contribution agreement should specify the use to be made of the information by the Recipient and/or DFO.

7.5 Contributions shall be made in accordance with the identified Eligible Costs as stipulated in the contribution agreement. A final payment shall be made following approval by the Management Committee of the final report.

7.6 Further to sub-section 7.1, any contribution agreement entered into by the Implementing Party shall include clauses addressing the matters set out in Schedule A.

8.0 PAYMENT PROCEDURES

8.1 The final date of payment of claims made pursuant to contribution agreements under this Agreement shall be March 31, 2024.

8.2 Any claims for cost overruns in excess of the Eligible Costs budgeted or any cost incurred following the Project completion date shall not be accepted unless:
   (a) the Recipient giving rise to the overrun or delay in completion informed the Implementing Party immediately when it became aware that a cost overrun or a cost delay was probable; and
   (b) the Management and Steering Committee approves the claim for inclusion of the cost overrun.

9.0 FINANCIAL PROVISIONS

9.1 Notwithstanding anything in this Agreement, the total contribution expenditures under this Agreement overall shall be shared between Canada and the Provinces in the proportions of seventy percent (70%) and thirty percent (30%), respectively, and as described in Annexes 1, 2, 3, and 4 of the Agreement.

9.2 Notwithstanding anything in this Agreement, Canada’s expenditures in respect of this Agreement shall not exceed TWO HUNDRED AND NINETY-FIVE MILLION DOLLARS ($295,000,000).

9.3 Notwithstanding anything in this Agreement, the Provinces’ expenditures in respect to this Agreement shall not exceed ONE HUNDRED AND TWENTY SIX MILLION AND FIVE HUNDRED THOUSAND DOLLARS ($126,500,000).

9.4 Canada and the Provinces may use up to, but not exceed 10% of their total expenditures towards administration costs.
9.5 The Government of Canada shall invest in a contributions-based, cost-shared program comprising $295 million in federal spending at an agreed 70 percent federal contribution. To meet the 70:30 federal/provincial cost-sharing ratio the Atlantic provinces shall invest $126.5 million for the Atlantic provincial share over the life of the program.

9.6 A notional target is set at 30 percent for each of the three provinces (Newfoundland and Labrador, Nova Scotia, New Brunswick) and 10 percent for Prince Edward Island of the total provincial funding share, as notionally outlined in Annexes 1, 2, 3, and 4.

9.7 Provinces may access additional federal funds through the Atlantic Fisheries Fund National Market Access and Development initiative by funding investments under that initiative at a 70 percent federal, 30 percent provincial cost-sharing for each project. This funding would be in addition to the $295 million as outlined in Section 9.2 and in addition to the $126.5 million as outlined in Section 9.3 of this Agreement.

9.8 The financial obligations of Canada are subject to the express conditions that there is an appropriation by the Parliament of Canada for the funds necessary for each Fiscal Year in which they are required.

9.9 The financial obligations of the Provinces are subject to the express condition that there be an appropriation by the House of Assembly of Newfoundland and Labrador, the Legislative Assembly of New Brunswick, the Legislative Assembly of Nova Scotia and the Legislative Assembly of Prince Edward Island for the funds necessary for each Fiscal Year in which they are required.

9.10 Provinces will provide funding to the Implementing Party on a quarterly basis, in advance of payments to Recipients based on approved projects, and based on a forecast of expected cash flow. This forecast will be informed by, and not limited to, the funding tables outlined in Annexes 1, 2, 3, and 4 and expected payments to Recipients resulting from current and future Contribution Agreements. The parties agree that the funding tables outlined in Annexes 1, 2, 3, and 4 may be modified from time to time by the appropriate Bilateral Steering Committee.

9.11 The Implementing Party shall account to the Management Committee for payments made to Recipients by submitting a summary of Program expenditures incurred and paid, verified in a manner satisfactory to the Management Committee. Any discrepancy between the amounts paid and the amounts payable under this Agreement shall be promptly adjusted.

9.12 Subject to section 2.0 and sub-sections 3.1 and 3.2, the Management Committee, with the approval of the Steering Committee may, in order to ensure efficient Agreement management, reallocate the funds identified in Annexes 1, 2, 3, and 4 from one program pillar to another. Such reallocation shall not be considered an amendment of the Agreement.

9.13 To ensure this flexibility does not lead to undue risk, all provincial contributions, as notionally outlined in Annexes 1, 2, 3, and 4, will be monitored annually to ensure that the Program reaches its 70:30 cost-share ratio over the life of the program. In addition, and as part of the same process, Provinces will be expected to agree to their annual contributions for the purposes of providing funds to the federal government so that payments can be made to project proponents on approved projects based on the agreed to cost-share ratio. These annual commitments will be reflected in the individual Provincial Annexes as notionally outlined at Annexes 1, 2, 3, and 4.

9.14 Any contribution that is repaid by a Recipient, subject to the terms and conditions of this Agreement, shall be returned to the federal and provincial governments that contributed to the project in question, using the cost-share ratio of the original contribution payments for that specific project.

9.15 Program investments shall be evaluated annually with a view to ensuring the status of the targeted federal-provincial funding ratios set out in Annexes 1, 2, 3, and 4 over the life of the fund is being met. If the Province does not meet the predetermined funding ratio for that specific year, adjustment measures will be initiated to ensure the ratio is met over the life of the program.
9.16 If one or more Provinces does not wish to access the whole, or part thereof, of their notional portion over the life of the program, it may be accessed by other Provinces by discussion and approval of the steering committee, the details of which will be set out in a separate agreement.

10.0 INSPECTION AND AUDIT PROCEDURES

10.1 The Implementing Party shall ensure that proper and accurate accounts and records are maintained for each Project, for three years following the termination of the Project.

10.2 Upon request, each of the Parties may inspect the accounts and records, including the amounts of all claims for a Project. Any discrepancy between the amounts paid and the amounts payable under this Agreement shall be promptly adjusted.

10.3 Upon request, the Implementing Party shall provide to any member of the Management Committee all information that would indicate that a Project has commenced or been completed and the costs incurred for that Project as of the time of the request.

11.0 PUBLIC INFORMATION

11.1 Canada and the Provinces agree to develop a strategic communications plan for the term of this Agreement, which shall enhance opportunities for appropriate, continuous and consistent recognition of federal-provincial co-operation activities under this Agreement.

11.2 No Party shall make a public announcement of a funding commitment or Project approved under this Agreement without the prior consent of the other(s) participating parties.

11.3 Notwithstanding sub-section 11.2, a promotional public information activity may be delivered by Canada, by the Provinces, or jointly, but all Parties shall have the opportunity to review all details of such an activity prior to its delivery. In the case of a Province-specific project, Canada and the Province shall have the opportunity to review all details of such an activity prior to its delivery.

11.4 All public information materials referred to in sub-sections 11.2 and 11.3, released in connection with the Agreement, shall be in both official languages. Where materials are developed in one official language, the Atlantic Fisheries Fund Secretariat will translate these into the other official language.

11.5 All public information activities referred to in sub-sections 11.2 and 11.3 shall reflect that the Project is being implemented pursuant to this Agreement and shall fairly reflect each Party’s contribution.

11.6 A federal-provincial identifier, approved by the Management Committee, shall be prominently displayed on all public information material.

11.7 All contribution agreements and public advertising of tenders under this Agreement shall acknowledge Canada and the contributing Provinces and shall include any federal-provincial identifier approved under sub-section 11.6.

11.8 All reports, news releases and feature stories arising out of this Agreement and initiated by the Parties shall inform the public in a prominent way that the funding or Project, as applicable, has been carried out under this Agreement.

11.9 All information and material produced for or by a Recipient receiving funding under this Agreement shall clearly and prominently indicate that such funding was provided under the terms of this Agreement and it shall be a condition of such funding that the Recipient conforms to this clause.

12.0 EVALUATION

12.1 The Parties shall develop procedures for adequate monitoring of results achieved under contribution agreements and for obtaining suitable information from Recipients to ensure accountability, consistent with Schedule A to this Agreement.
12.2 A performance measurement framework shall be developed and implemented by the Management Committee. Expected results, outputs and performance information collected shall be used to report on the relevance, effectiveness, efficiency and overall impact of the Program.

12.3 The Steering Committee shall submit to the Ministers a comprehensive evaluation conducted in accordance with the Government of Canada Treasury Board 2016 Policy on Results, as amended from time to time.

12.4 Each Party shall provide the others with all relevant information as may be reasonably required for such evaluations.

13.0 GENERAL

13.1 Except as otherwise provided for in this Agreement or in one of its Annexes, this Agreement may be amended from time to time by the written agreement of all the Parties, subject to their appropriate authorities.

13.2 In the event of a dispute between the Parties arising out of this Agreement, other than a dispute involving the interpretation or application of the public law of the Parties, and where the Parties cannot settle this dispute through negotiation, then the Parties agree to attempt to resolve the dispute in good faith through mediation before resorting to litigation or other procedure.

13.3 The Parties shall jointly select a mediator and agree to participate, in good faith, in the mediation process for a period of sixty (60) days.

13.4 A former public office holder who is not in compliance with an applicable Post-Employment Code for Public Office Holders or any other applicable post-employment policies shall not derive a direct benefit from this Agreement.

13.5 No member of the House of Commons or the Senate of Canada or the House of Assembly of Newfoundland and Labrador or the Legislative Assemblies of New Brunswick, Nova Scotia or Prince Edward Island shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.

13.6 This document and attached Schedule and Annexes form the entire Agreement.

13.7 The Parties acknowledge and agree that this Agreement has been made and executed in English and French and that both versions are equally authoritative. A Party may satisfy the obligations under the Agreement by using an official language of a Party.

IN WITNESS WHEREOF this Agreement and its corresponding Annex have been executed effective the date of the last signature by the Parties.

[Intentional page break for signature page]
HER MAJESTY IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA

Dated:

Witness

Minister of Fisheries and Aquaculture

HER MAJESTY IN RIGHT OF THE
PROVINCE OF PRINCE EDWARD
ISLAND

Dated:

Witness

Minister of Agriculture and Fisheries
ATLANTIC FISHERIES FUND

Purpose
Canada’s fish and seafood sector operates in a rapidly evolving context of intensifying global competition, growing consumer focus on product quality and sustainability, and increasing global market access requirements (e.g., certification, traceability, and other import measures). The Atlantic Fisheries Fund will transform and drive innovation in the fish and seafood sector in Canada with a focus on developing the sector to better meet growing market demands for sustainably sourced, high-quality fish and seafood products.

Objectives
The Atlantic Fisheries Fund is strongly aligned with DFO’s strategic outcome of Sustainable Canadian Fisheries and Aquaculture. The objectives of this contribution program, to be referred to as the Atlantic Fisheries Fund (AFF), are to:
1. Increase productivity, competitiveness, quality, and sustainability in the fish and seafood sector;
2. Enhance capacity to adapt to and address ecosystem shifts and their impacts on the fish and seafood sector, including shifts related to climate change; and
3. Increase recognition of Canadian fish and seafood products as market-leading in terms of quality and sustainability.

Expected Outcomes and Performance Measurement
Needs and potential benefits and results will be demonstrated for each project proposal. The Program is expected to achieve the following outcomes:

1. Incremental economic growth will be realized;
2. Fish and seafood sector recognized as a global leader in providing high-quality, sustainably sourced fish and seafood;
3. Access to new markets and/or enhanced existing markets;
4. Value-added, quality, and sustainable fish and seafood products provided to markets globally;
5. Fish and seafood sector responding to market demands through innovative processes and products;
6. Fish and Seafood sector understanding of and adapted to transitioning ecosystems impacted by climate change; and
7. Critical infrastructure adapted to respond to changing conditions.

These outcomes align closely with the proposed short, medium, and long term results as indicated in the performance measurement matrix. The key performance measures, which are used to measure relevance and effectiveness of programming, and to support progress monitoring, and reporting by Program management and evaluation, may include, but are not limited to the following:

Short-Term Results (1-2yrs):
Increased support to fish and seafood sector stakeholders
- number of contribution agreements that will be signed

Effective project implementation
- % of projects that are on time, scope and budget

Medium Term Results (3-5yrs):
Increased ability to meet standards and market requirements
- number of Canadian fisheries that meet market requirements for legal, sustainable fish and seafood
- Number of Canadian aquaculture operators that are certified to at least one internationally accepted standard

Increased Productivity and Competitiveness
- % increase value added generated by fish and seafood harvesting, aquaculture, and processing sector
Increased capacity to make decisions based on science
- % of AFF funded science products citations

Long Term Results (6+ yrs):
Sustainable and Competitive Canadian Fisheries and Aquaculture
- % of industry proponents reporting maintained or improved access to high value markets.
- % increase in reported revenue by project proponents
- % of major stocks where harvest is within approved levels
- % of Aquaculture operations that are in compliance with the Fisheries Act regulations

Eligible Recipients
The following are eligible recipients under the Innovation, Infrastructure, and Science Partnerships pillars of the program and must reside in a participating province or territory and be active in or support activities (e.g. research and development, science) related to the fish and seafood harvesting, processing, or aquaculture sectors.

- Commercial enterprises, which include:
  - sole proprietorships;
  - partnerships (non-incorporated business owned by more than one individual);
  - co-operatives; or
  - an incorporated entity.
- Non-commercial organizations, which include:
  - industry associations;
  - post-secondary institutions;
  - research and innovation institutions;
  - academics;
  - provincial crown corporations; and
  - Indigenous organizations or groups other than commercial enterprises.

All eligible recipients must possess the legal capacity necessary to enter into a contribution agreement.

Redistribution of Funds
Where a recipient delegates authority or further distributes contribution funding to a third party, the recipient shall remain liable to the Department of Fisheries and Oceans for the performance of its obligations under the funding agreement. Neither the objectives of the programs and services nor the expectations of transparent, fair and equitable services shall be compromised by any delegation or redistribution of contribution funding.

Recipients have full independence in the selection of such third parties and will not be acting as an agent of the government in making distributions.

Recipients will select applicants/third parties who are eligible recipients for the pillar in question, as defined above.

Eligible Activities
Different activities will be eligible for funding under each of the program’s pillars: Innovation, Infrastructure, and Science Partnerships.

Innovation Pillar
Activities eligible for support under the Innovation pillar:

- Research and development of new innovations to contribute to sustainability of fish and seafood sector
- Undertake pilots and testing of new innovations
- Undertake activities to introduce innovations to market
- Initiatives supporting the creation of partnerships or networks that aim to support innovation activities in the sector in accordance with the program objectives
**Infrastructure Pillar**
Activities eligible for support under the Infrastructure pillar:

- Adopting new technologies, processes, or equipment to improve the effectiveness and sustainability of the fish and seafood sector
- Providing training associated with adoption of new technologies, processes, and/or equipment

**Science Partnerships Pillar**
Activities eligible for support under the Science Partnerships pillar:

- Research on the impacts of ecosystem shifts on fish stocks, distributions, and the commercial fishery;
- Science activities in support of the development of sustainable harvesting technologies; and/or
- Initiatives supporting the creation of partnerships or networks that aim to support scientific activities in the sector in accordance with the program objectives.

**Eligible Costs**
Costs that may be eligible for funding under all AFF program pillars include the following costs, which are directly related to carrying out an AFF project:

- Salaries, wages, and other labour including mandatory employer benefits;
- Professional, technical, and other contracted services;
- Conferences and meetings;
- Training;
- Rental, lease, or charter of office space, a room, set of rooms, building, and/or facilities;
- Construction and related costs;
- Purchase or rental of machinery and equipment;
- Maintenance and repair;
- Materials and supplies;
- Insurance expenses related to activities under the Agreement
- Fees associated with construction or operating licenses;
- Fees associated with attendance or presentation at conferences, symposia, workshops, meetings, or expositions;
- Travel and related costs, consistent with the National Joint Council’s Travel Directive;
- Publishing services;
- Printing and imaging services;
- Postage, freight, express, and cartage; and
- Administrative overhead up to 10 percent of all other eligible costs.

Costs other than those herein allowed are ineligible, unless specifically approved writing by the federal Minister.

**Contribution Levels, Stacking Limit, and Maximum Amount Payable**

**Total Canadian Government Funding and Stacking Limits**
The maximum level of total Canadian government assistance (federal, provincial, territorial and municipal) for the same eligible costs of this program will not exceed:

- For non-commercial organizations, 100% of the total eligible costs of the activity;
- For commercial recipients with enterprises of 19 employees or fewer, 90% of the total eligible costs;
- For commercial recipients with enterprises comprising of 20 and 99 employees, 75% of the total eligible costs of the activity;
- For commercial recipients with 100 or more employees, 50% of the eligible costs.

This stacking limit must be respected when assistance is provided. In the event that actual total government assistance to a recipient exceeds the stacking limit, it will be necessary for the Department to adjust the level of assistance (and seek reimbursement, if necessary) so that the stacking limit is not exceeded.
This program will require all potential recipients to disclose all sources of funding for a proposed activity prior to and at the end of the activity. DFO shall have the right to reduce the contribution by the equivalent amount of the assistance received or receivable where it deems it appropriate.

**In-Kind Contributions**

In-kind contributions are goods and services that are contributed to a project and that require no outlay of cash by the Applicant. In-kind contributions will be included in the calculations and contribute to the overall stacking limit.

To be eligible, in-kind contributions:
1. Must be essential to the project's success;
2. Are resources that would, if not provided, have to be purchased or contracted by the Applicant;
3. Reflect fair value and be substantiated by the Applicant in their application, and be confirmed by the AFF during the project assessment process and throughout the project lifecycle.

**Amount of Contribution**

The determination of the amount of the contribution is based on the applicant's request and the limits under the Stacking Provision, the Maximum Amount Payable, fair market value of proposed costs, available funds in the Program budget, and based on the assessment of the proposed project by the governance committees.

The applicant will detail, in their application, the total costs of the activity and identify all sources of funds.

**Maximum Amount Payable**

The maximum federal contribution payable under the Innovation and Infrastructure pillars of the program is $20,000,000 per project, with a per year maximum of $5,000,000. The maximum amount payable under the Science Partnerships pillar of the program is $5,000,000 per project, with a per year maximum of $1,000,000.

**Basis of Payment**

Payments are to be made based on one or a combination of the following:
- Achievement of pre-determined performance expectations or milestones, as appropriate to the individual project or activity, and will be specified in the contribution agreement as they are unique based on each project; and
- Reimbursement of eligible costs; and
- A costing formula – determination of funding needs at key points through the life of the project, calculated by totaling budgeted eligible costs at various points to arrive at the payment(s).

The Minister of Fisheries, Oceans and the Canadian Coast Guard may approve payments in respect of eligible costs incurred during the period of three months leading up to the signing of a contribution agreement with a recipient, after the project has been formally approved by the Minister.

**Proposal Submission/Identification and Assessment Process**

Applicants must provide the following information, to determine their eligibility under this Program:
- Name of applicant(s);
- Name of applicant’s institution, body or organization;
- Goal(s) and/or objective(s) of applicant institution, body or organization;
- Statement of purpose and objectives in seeking contribution funding and how they relate to the objectives described in these Terms and Conditions;
- Description of proposed activities (including planning process), expected results, and long term actions (e.g., monitoring and maintenance);
- Budget for proposed activities, itemized by categories of expenses, as well as cash flow for the proposed project;
- Overview of current and proposed capacity to meet project deliverables;
- Identification of all sources of funding confirmed or expected, including expected DFO contribution, and in-kind support; and
• Any amounts owed to the Government.
• Financial documents

Expressions of interest will be used to identify priority areas for investments and potential Pan-Atlantic project proposals. Applications will be accepted on an open-ended basis. The program will accept applications until the program is fully subscribed, at which point applications will be closed until funding becomes available (i.e. in the next fiscal year).

Assessment Process
Projects will be screened for eligibility based on four key questions:
1. Is the recipient eligible?
2. Are the activities/costs eligible?
3. Have the maximum funding amounts and stacking limits been respected?
4. Does the project meet the program objectives

When funding is determined to be available within the program, and eligibility criteria have been met, projects will be assessed based on the following criteria, which may be complemented by investment priorities, additional assessment criteria and rating guide adopted by the Steering Committee.

1. Contribution to AFF Objectives

Projects must contribute to one or more of the overarching objectives of the Atlantic Fisheries Fund which include:
1. Increase productivity, competitiveness, quality, and sustainability in the fish and seafood sector;
2. Enhance capacity to adapt to and address ecosystem shifts and their impacts on the fish and seafood sector, including shifts related to climate change; and
3. Increase recognition of Canadian fish and seafood products as market-leading in terms of quality and sustainability.

2. Project Specific Objectives for Each Pillar

In addition to the overall objectives listed above, contribution to project specific objectives will also be assessed and include, but are not limited to:

• Innovation: Contribution to the development or commercialization of new products, processes, technologies, or equipment that improve sector productivity, competitiveness, sustainability, or marketability.
  o The project addresses a significant constraint to the Canadian fish and seafood sector.
  o The project contributes significantly to the sustainable development of fisheries and aquaculture in Canada.
  o The project contributes to enhanced competitiveness through improved productivity and sustainability.
  o The project facilitates technology transfer and (or) research commercialization through closer collaboration with the Canadian fish and seafood industry.

• Infrastructure: Contribution to the adoption or installation of new products, processes, technologies, or equipment that improve sector productivity, competitiveness, sustainability, or marketability.
  o The project addresses a significant constraint to the Canadian fish and seafood sector.
  o The project contributes significantly to the sustainable development of fisheries and aquaculture in Canada.
  o The project contributes to enhanced competitiveness through improved productivity and sustainability.

• Science Partnerships: Contribution to the improved understanding of, or capacity to adapt to, ecosystem shifts and their impacts on the commercial fishery.
  o The project could lead to peer reviewed science products.
  o The project could inform management decisions or end user decisions.
  o The project facilitates technology transfer and (or) research commercialization through closer collaboration with the Canadian fish and seafood industry.
3. Collaboration & Breadth of Impact

Projects will be assessed according to the level in which they generate potential practical benefits to the sector. As such, proposals will be assessed on, but not limited to:

- Collaboration among multiple stakeholder groups along the fish and seafood value chain (e.g., academic & other researchers, harvesters & aquaculturists, processors).
- A larger number of expected recipients or beneficiaries (or potential recipients or beneficiaries for Innovation projects).
- Project proponents or beneficiaries from or in multiple provinces or territories.

4. Project Merit

Project proposals will be required to demonstrate the quality of the proposal, project feasibility, and proponent capacity. Areas of consideration include, but are not limited to:

- Completeness, clarity, and strength of evidence of the work plan and application.
- Likelihood of achieving expected results within the proposed timeframe.
- Benefits to the client, business environment and provincial and Atlantic Canadian economy.
- Competitive analysis that indicates the impact of support is minimal to existing competitors.
- The proposed budget is appropriate and consideration of project risks including potential for achieving objectives with minimal challenges is present.
- Is cost effective.
- Technical, financial, and managerial capacity, human resources, including capacity for managing intellectual property, capability and suitability of scientific resources and expertise, and ability to manage financial pressures and risks.
- Proponent has demonstrated track record when managing government contributions.

5. Additional Considerations

- Consideration may be given to prioritizing projects which are identified by participating provinces and territories as key projects or meet regional priorities.
- Special consideration may be given to projects which align with broader Government of Canada objectives of supporting inclusive economic growth, such as projects led by or with positive impacts on women or minority groups.

In order to manage high demand for similar types of investments, which have been assessed to have the same or similar merit, funding recommendations will be balanced to maximize benefits for the sector.

Reporting

The following items will be requested from recipients as part of their financial and performance reporting obligations:

- Actual costs incurred;
- Actual revenues received and identification of the source of funds;
- Results achieved as a result of the activity or activities carried out.

Additional reporting requirements may be detailed within individual contribution agreements.

Non-Repayable Contributions and Repayable Contributions

Non-repayable contributions:

1. Contributions to not-for-profit organizations shall be non-repayable;

2. Contributions to for-profit organizations under the following situations:
  - the contribution is less than $100,000, and the administrative burden of repayable contributions is not justified;
  - the benefits from the contribution accrue broadly rather than to the recipient;
• the contribution is made with the primary aim of furthering basic research and development, including a payment made through a granting council or other government entity whose mandate is to promote research and development;

**Repayable contributions:**
Contributions to for-profit businesses that do not fall into the above category shall be repayable, either conditionally or unconditionally.

1. **Conditionally repayable contribution:**
Conditionally repayable contributions may be used to fund projects where shared risk between the AFF Program and the recipient is deemed necessary to stimulate activity, such as where business, technical, and/or market penetration risks are inherently elevated. These may include research and development (R&D), commercialization of new products, and new market development. The specific conditions related to parameters 1 and 2 below that will trigger the repayment will be identified in the contribution agreements:

1. Repayment is provisional upon specific conditions occurring or being met. The amount to be repaid is commensurate with benefits which accrue to the recipient from the project.
2. Success factors which would trigger repayment and determine the amount due (in whole or in part) include the achievement of sales of resulting products or the achievement of productivity gains.

The determination of the amount due will be directly linked to the project’s success factors, which will be based on a percentage of annual gross sales achieved from a specific product or market. The establishment of the amount due will be guided by parameters established at the evaluation stage by the Management Committee. These parameters will take into consideration the assessment of forecasted results, ability to repay and reasonable expectation of DFO in being repaid within a (5) year period.

A repayment plan will be required on a fixed time basis (e.g. monthly, quarterly, semi-annual, annual) that is realistic given the specific circumstances of the applicant and the projected results of the project, taking into account the need to have the contribution repaid as early as reasonable.

The Contribution Agreement shall clearly define the established parameters for repayment, notably indicating a deadline date for the specified condition(s) to be met and the timing of the repayment calculations and due dates of remittances. The repayment period will normally begin after the Project Completion Date. If a project does not achieve the success factors, it will not trigger repayability.

2. **Unconditionally repayable contribution:**
Contributions to for-profit businesses will be unconditionally repayable where:

1. The AFF Program’s due diligence indicates that the recipient’s ability to repay the assistant is not dependent on the achievement of the success factors of the project, or
2. The recipient requests this treatment.

Unconditionally repayable Contributions are those where DFO intends to be repaid irrespective of the success or of the benefits resulting from the project. When a contribution is unconditionally repayable, the full amount shall be repaid. Contributions to commercial projects are normally unconditionally repayable and the repayment is based on a predetermined fixed-time schedule with due consideration to the following:

a) the anticipated cash flow/benefit resulting from the project;
b) the useful life of the funded assets, if any;
c) the expected return on investment;
d) the overall financial strength and stability of the recipient; and
e) the recipient’s overall cash flow or ability to repay, regardless of the success of the project.

A repayment plan will be required on a fixed time basis (e.g. monthly, quarterly, semi-annual, annual) that is realistic given the specific circumstances of the applicant and the projected
results of the project, taking into account the need to have the contribution repaid as early as reasonable.

**Intellectual Property Rights**
Intellectual property rights that arise in the course of a project will vest in the recipient, or be licensed by a third party to the recipient. Where it is necessary for program administration purposes and/or serves public good purposes, and it is not detrimental to the goals of the recipients, Canada and the Provinces may negotiate a license to intellectual property developed by recipients or through a third party. The rights to use this material may include translating and/or publishing the intellectual property on the DFO’s website, in printed documents or other publications.

Where Indigenous Traditional Knowledge is used by the recipient in preparing a report or other documentation and a copy of the information is provided to DFO, the contribution agreement should specify the use to be made of the information by the recipient and/or DFO.

**Official Languages**
This Program will take into account the relevant official language obligations stated in the Official Languages Act, the related regulations, as well as related federal policies in this regard. The Program will not change the Department of Fisheries and Oceans’ obligations with respect to providing bilingual services to the public and ensuring the work environment is conducive to the use of both official languages, and the vitality of official language minority communities remains unaffected.
ANNEX 1

NEWFOUNDLAND AND LABRADOR

Provincial Priorities

1. Newfoundland and Labrador is currently transitioning from a predominately lucrative shellfish industry back to a groundfish-based industry. Supporting the provincial fish and seafood industry transition to groundfish is a major priority for the Province. Extensive investments are necessary, across the entire value chain, to support the Newfoundland and Labrador fishing industry in addressing challenges and opportunities resulting from the resource shift. Supporting the transition is recognized in The Way Forward Commitment document.

The Provincial Government is committed to sustainably growing the aquaculture industry sustainably. The Way Forward Commitment is to support the salmonid industry to grow to 50,000 tonnes annually and the mussel sector to increase to over 10,000 tonnes annually. The aquaculture industry requires investments to support this growth, to be innovative, adapt new technologies, access research and development information, and support the associated supply and services sector.

Maintaining and accessing new market opportunities for provincial fish and seafood products is also a key priority. Sustainably sourced, high quality, fish and seafood is becoming a necessity in the global marketplace in order for provincial producers to maintain markets and access new opportunities. The elimination of tariffs and other trade barriers, particularly with the Canada-European Union Comprehensive Economic and Trade Agreement, provides an opportunity for the provincial producers to expand and enhance its markets, particularly for value added products. Supports will be required to extract maximum value from the marketplace.

The provincial fish and seafood sector will benefit from the Atlantic Fisheries Fund. The fund will support increased research and development capacity, advancements in technology, training, waste management, energy-efficiency, diversification, utilization of traditional species, and under-utilized species. It will support innovative approaches to marketing and quality improvements.

Specific priority areas may change over the duration of the seven-year agreement. Province-specific priority areas will be reviewed with the AFF Bilateral Steering Committee on an annual basis. Specific project ideas, under the AFF Program, will be consistent with the requirements of the AFF Program outlined in the Agreement and Schedule “A”. The Province shall inform DFO of any Province specific priority areas including project ideas under the AFF Program consistent with the requirements of the AFF Program outlined in the Agreement and Schedule A.

Financial Provisions

2. Newfoundland and Labrador shall fund 30 percent of the Provincial share of the Program, or $37,928,572. This amount reflects $34,135,715 in contributions to projects and up to $3,792,857 in administration over the life of the program, based on the annual commitments in Table 1, (funding table), below.

Consistent with section 9.10 of the Framework Agreement, the Province may seek changes to the annual commitments (Table 1) by notifying DFO as soon as possible, and seek approval of such changes by the Bilateral Steering Committee, by submitting a revised Table 1.

Consistent with section 9.10, a revised Table 1 shall be submitted by the Province for approval by the Bilateral Steering Committee should the total quarterly advances exceed or not meet the Province’s annual commitment.

Managing Funding

3. Funds will be managed in accordance with Section 9 of the Atlantic Framework Agreement for the Atlantic Fisheries Fund Program.
4. Funding for province-specific projects will be managed in the same manner as funding for Pan-Atlantic projects, as outlined in Schedule A to the Atlantic Framework Agreement for the Atlantic Fisheries Fund Program. Once the Bilateral Steering Committee has completed its recommendation for projects, Provincial Ministers shall submit a consent letter signifying their approval of projects where provincial expenditures are required to the Federal Minister and provide a copy to the Bilateral Steering Committee for inclusion in the recommendation package. The recommended projects will then be submitted to the Minister of Fisheries, Oceans and the Canadian Coast Guard for consideration.

Governance

5. To ensure consistency and the transfer of information, the Province and DFO will strive to appoint the same people to the Bilateral Management Committee as those who sit on the Pan-Atlantic Management Committee. All rules and procedures applicable to the Pan-Atlantic Management Committee shall apply to the Bilateral Management Committee. It shall be comprised of Directors General or Regional Directors General (or their equivalent) from DFO and Newfoundland and Labrador, or their designated alternates.

6. In situations where projects of a similar nature or with similar objectives are proposed by more than one province, DFO may bring these projects to the Pan-Atlantic Management and Steering committees as appropriate, to determine whether efficiencies may be achieved or a single Pan-Atlantic project could be pursued.

7. All bilateral projects must be in accordance with the Atlantic Framework Agreement for the Atlantic Fisheries Fund Program as well as its Schedule A.
In the Presence Of:

Witness ____________________________

Date: ____________________________

Her Majesty in Right of Canada as represented by the Minister of Fisheries, Oceans, and the Canadian Coast Guard

Witness ____________________________

Date: AUG 28 2017

Her Majesty in Right of the Province of Newfoundland and Labrador as represented by the Minister, Department of Fisheries and Land Resources

Witness ____________________________

Date: Aug 29, 2017

Her Majesty in Right of the Province of Newfoundland and Labrador as represented by the Minister for Intergovernmental and Indigenous Affairs
The annual estimated forecast is as follows:

Of note, these commitments reflect total federal spending of $295M less 10% administration costs ($265.5M) and collective Provincial spending of ($126.5M) less 10% administration costs ($113.8M) and reflect the Province’s annual commitment for its share of the 30% Provincial share of the Program. Annual commitments may be amended on an annual basis, subject to Agreement by the Parties and provided the revised Table meets the Province’s overall share of $34,135,715 in contributions.

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<td>Total Amount (millions)</td>
<td>$4.136</td>
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*Annual allocations of contribution funds across program pillars may be adjusted over time in response to stakeholder demand and periodic (e.g., annual) federal-provincial priority setting process.
*Funding amounts are represented above by rounding. Total dollar figures will deviate marginally from these figures, as the 7 year total of provincial program contributions is $34,135,715.