



**Standard Terms and Conditions Salmon Catch Reporting Program**

For the purposes of these terms and conditions **Fisher** will be defined as the Vessel Owner(s) and/or Holder(s) of a commercial fishing licence, who has registered with Archipelago Marine Research Ltd. (“**Archipelago**”) to receive Fishing Logbook and Catch Reporting services pursuant to the terms of the fishing permission granted under the Fisheries Act R.S.C., the Fishery General Regulations and the relevant licence conditions. The person who has signed the Registration Form confirms that they have the authorization to sign and accept these terms and conditions on behalf of the Vessel Owner(s) and License Holder(s).

**1. PERIOD OF SERVICE**

Archipelago will provide the **Services**, as defined herein, pursuant to the terms of this Agreement commencing on the date of Registration and continuing until the completion of Services to Fisher by Archipelago for the fishing year for which Fisher has registered.

**2. DESCRIPTION OF SERVICE**

Archipelago agrees to provide the following **Services** for the benefit of the Fisher during the term of this Agreement:

(a) Fishing Logbook and Data Entry Services – Provision of fishing logbooks and entry of this information into the DFO Fisheries Operations Database;

(b) Catch Reporting Services – Provision of a toll free phone answering service to which Fisher can call to provide fishing activity reports and catch totals to an operator who will enter this information into the DFO Fisheries Operations Database.

**3. CONDITIONS OF SERVICE**

It is Fishers responsibility to complete the fishing logbook pages, call in with fishing activity reports and to provide Archipelago with completed fishing logbook pages when all fishing is completed.

**4. PAYMENT FOR SERVICES**

A one-time fee will be paid in advance by Fisher for annual Services provided under the Salmon Catch Reporting Program.

**5. CONFIDENTIALITY OF INFORMATION**

Archipelago shall ensure that any and all information obtained in the course of the performance of this Agreement is treated as strictly confidential and not divulged in any manner whatsoever except as contemplated by this Agreement or ordered by a Court of law.

**Distribution of Information** - Notwithstanding that any and all information gathered and obtained by Archipelago shall be proprietary to Fisher, Archipelago shall forward originals and copies of any and all information gathered or obtained to Fisheries and Oceans Canada as it is required by relevant licence conditions or as requested by authorized DFO personnel.

**6. LIMITATION OF LIABILITY**

Archipelago and its employees, agents and subcontractors shall not be liable to Fisher for any claims, damages, losses, costs or expenses for any economic losses which Fisher may at any time incur or suffer as a result of any lost fishing opportunity due to the performance, non-performance, or negligent performance by employees, agents and subcontractors of Archipelago of the work or any part thereof which Archipelago is obliged to provide, pursuant to this Agreement.

**7. INDEMNITY**

Fisher will indemnify and save harmless Archipelago, its employees, agents and subcontractors from and against any losses, claims, damages, actions, causes of action, costs and expenses Archipelago may sustain, incur, or be put to at any time, either before or after the expiration or termination of the Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of Fisher, its employees or contractors on or about the vessel.

**8. INDEPENDENT CONTRACTOR**

Archipelago shall provide independent services to Fisher and nothing in this document shall be read or construed as constituting such personnel as employees of Fisher.

**9. NOTICE**

Notice shall be deemed to have been given: if delivered personally, then on the date of that delivery; if sent by facsimile machine, then on the date of successful transmission; or if mailed, then on the fifth business day after mailing by prepaid post.

**10. GOVERNING LAW**

This Agreement and the application or interpretation hereof shall be governed exclusively by its terms and by the laws of the Province of British Columbia and Canada and each party irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia.

**11. INTERPRETATION**

The expression "Fisher" used in this document shall include the heirs, executors, administrators, successors and permitted assigns of Fisher, and words imparting the masculine gender include the feminine and neuter genders where the context so requires, and that where Fisher is more than one party, all covenants liabilities and obligations entered into or imposed hereunder on Fisher shall be joint and several.