

AGREEMENT BETWEEN THE DEPARTMENT OF INLAND FISHERIES AND GAME OF THE STATE OF MAINE, THE DEPARTMENT OF SEA AND SHORE FISHERIES OF THE STATE OF MAINE, AND THE FISH AND WILDLIFE SERVICE OF THE UNITED STATES DEPARTMENT OF THE INTERIOR CONCERNING COOPERATION IN THE RESTORATION OF SEA-RUN SALMON

MEMORANDUM OF AGREEMENT by and between the Department of Inland Fisheries and Game of the State of Maine, hereinafter referred to as the Inland Department; the Department of Sea and Shore Fisheries of the State of Maine, hereinafter referred to as the Sea and Shore Department; and the Fish and Wildlife Service of the United States Department of the Interior, hereinafter referred to as the Service,

WITNESSETH THAT,

WHEREAS, the formerly abundant sea-run Atlantic salmon in New England rivers has become depleted through a variety of adverse circumstances, with a consequent loss of valuable recreational and commercial-fishing assets, although such adverse circumstances now have ameliorated in some areas to the extent that a program of salmon restoration is practicable in certain rivers of the State of Maine, and

WHEREAS, the Inland Department, the Sea and Shore Department, and the Service, are individually and collectively interested and concerned, through the exercise of their legally prescribed and respective functions, in a restoration program for the sea-run salmon to be conducted through artificial propagation and increased biological research and scientific fishery management, and

WHEREAS, mutual and material advantages in the conduct of their respective functions and in the economy and effectiveness of the restoration program

will result from cooperation and collaboration of said Inland Department, Sea and Shore Department, and Service:

NOW, THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. A research committee shall be established through the appointment by responsible officials of one member to represent the Inland Department, one member to represent the Sea and Shore Department, and one member to represent the Service, whose function shall be to serve as a coordinating agency for all sea-run salmon restoration and management work. The duties of the committee shall be to develop and recommend a general policy with respect to artificial propagation and stocking of sea-run salmon, and to develop plans and make specific recommendations concerning fishways, dams, stocking, fishing regulations, pollution abatement, and other needed measures.
2. The responsible officials of the Inland Department and the Sea and Shore Department hereby agree to regulate salmon fishing and fisheries in waters under their separate or joint jurisdiction in accordance with the necessity for such regulation; said regulation to be based on the recommendations of the research committee established by Section 1 of this agreement.
3. The recommendations of the research committee will be followed in determining the numbers of spawning fish to be taken from any stream by duly authorized representatives or employees of the parties to this agreement.
4. The bulk of the salmon hatched from eggs collected in any stream will be returned to that stream provided said stream is in suitable condition to afford a favorable habitat for sea-run salmon, said

suitability to be indicated by investigations and recommendations of the research committee.

5. The balance of the young salmon not returned to their parent stream, as specified in Section 4 of this agreement, will be planted in other suitable waters in accordance with the recommendations of the research committee. In view of the poor results, evaluated from the standpoint of restoration, obtained from extensive and wide-spread stocking in past years when much greater numbers of fish hatched from eggs secured in Canada and elsewhere were distributed in Maine streams, the present policy will be to confine stocking to two or three of the streams most suitable for salmon. Concentration of the limited amount of stocking now possible will provide the best opportunity for the development of substantial natural runs which are needed to demonstrate the practical possibilities of restoration work, and to provide a source of eggs for later expansion of the work to include rehabilitation of salmon runs in other streams.
6. Participation of the Service and its employees in any work or activity incident to carrying out the purposes and terms of this agreement shall be conditioned by the availability of funds, personnel, equipment, and facilities, and shall also be subject to any laws of the United States or regulations of the Department of the Interior governing the activities of the Service, or to any limitations imposed by the Congress of the United States on the expenditure of appropriations for the work of said Service.
7. Data and results, acquired independently or in collaboration, related to problems of mutual interest and concerning restoration of sea-run salmon shall be exchanged freely between the cooperating agencies,

and each shall be free to publish reports and scientific papers resulting from the cooperative investigations. All such reports and publications shall give due credit to each of the cooperating parties.

8. No member of or delegate to Congress or resident commissioner after his election or appointment, and either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of this Government shall be admitted to any share or part of this contract or agreement or to any benefit to arise thereupon; and no convict labor shall be employed in carrying out the terms of this agreement, in accordance with the Executive Order signed May 18, 1905. The provision herein with respect to the interests of members or of delegates to Congress and resident commissioners in this agreement shall not be construed to extend to any incorporated company where such contract or agreement is made for the general benefit of such incorporation or company (Sec. 3741 Revised Statutes, and Sections 114-116, Act of March 4, 1909).
9. This agreement, dated October 1, 1941, shall become effective on the date of final signature and shall remain in force until cancelled. Any one of the parties to this agreement may effect its termination by giving six months' advance notice of its intention to withdraw.

IN WITNESS WHEREOF the authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

Date October 10, 1941

(Sgd.) George J. Stobie
Commissioner of Inland Fisheries and
Game, State of Maine

Date October 10, 1941

(Sgd.) Arthur R. Greenleaf
Commissioner of Sea and Shore Fisheries,
State of Maine

Date October 10, 1941

(Sgd.) Chas. E. Jackson
Acting Director, Fish and Wildlife Service,
United States Department of the Interior