

**AGREEMENT FOR THE  
CONSERVATION OF THE WOODLAND CARIBOU, BOREAL POPULATION  
WITH ATHABASCA CHIPEWYAN FIRST NATION AND MIKISEW CREE  
FIRST NATION**

This Agreement for the conservation of Boreal Caribou is made in duplicate as of \_\_\_(Date)\_\_\_, pursuant to Section 11 of the *Species at Risk Act*, S.C. 2002, c. 29.

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of the Environment and Climate Change responsible for  
the Department of the Environment  
(“Canada” or “Environment and Climate Change Canada” “ECCC”)

AND

**ATHABASCA CHIPEWYAN FIRST NATION,**  
as represented by Athabasca Chipewyan First Nation Dene Lands & Resource  
Management  
(“ACFN”)

AND

**MIKISEW CREE FIRST NATION,**  
as represented by Mikisew Cree First Nation Government & Industry Relations  
(“MCFN”)

(individually, a “Party”, collectively, the “Parties”)

March 11, 2021 Draft

## PREAMBLE

**WHEREAS** the Woodland Caribou, Boreal population (“**Boreal Caribou**”) is a species that has been listed as threatened under the federal *Species at Risk Act* (“**SARA**”), SC 2002, c 29;

**WHEREAS** the Parties wish to cooperate in identifying and taking Conservation Measures within the Red Earth Range, West Side Athabasca River Range, Richardson Range and, East Side Athabasca River Range to support the recovery and protection of Boreal Caribou;

**WHEREAS** Canada has legislative responsibility for wildlife species listed on Schedule 1 of SARA, including with regards to the recovery and protection of individuals, residences and critical habitat of listed wildlife species;

**WHEREAS** the Parties recognize Alberta has legislative responsibility for, among other things, environmental protection and the administration of provincial lands, the conservation and development of natural resources, and for wildlife within the province of Alberta;

**WHEREAS** the Parties acknowledge the recovery and protection of Boreal Caribou habitat is essential to the conservation of the species;

**WHEREAS** the Parties acknowledge the essential role of Indigenous Peoples in the conservation of wildlife;

**WHEREAS** the Parties recognize the significant role that Boreal Caribou play in the practice of MCFN’s Indigenous Rights, culture, and way of life;

**WHEREAS** the Parties recognize the significant role that Boreal Caribou play in the practice of ACFN’s Indigenous Rights, culture, and way of life;

**WHEREAS** the Parties recognize that Indigenous perspectives and participation should inform all aspects of this Agreement and the measures set out herein;

**WHEREAS** section 11 of SARA provides that conservation agreements may be used to benefit a species at risk or enhance its survival in the wild, and provides the competent ministers with the authority to enter into conservation agreements with any other government, organization or person to benefit a species at risk or enhance its survival in the wild;

**WHEREAS** Canada and Alberta have executed a separate conservation agreement under section 11 of SARA to provide a province-wide framework for government cooperation on Woodland Caribou recovery and protection conservation in the province of Alberta, and which commits its Parties to engage with Indigenous Peoples for the conservation and recovery of Woodland Caribou in accordance with each Party’s established policies and practices.

**WHEREAS** Canada has responsibilities to consult First Nations regarding any action or decision that may adversely impact their Aboriginal or treaty rights;

**WHEREAS** the Parties agree that the implementation of this Agreement shall be guided by the United Nations Declaration on the Rights on Indigenous Peoples (UNDRIP) and informed by the Truth and Reconciliation Commission’s Calls to Action;

**WHEREAS** the Parties intend this Agreement to provide a framework for Nation-to-Nation cooperation on the recovery and protection of Boreal Caribou;

**WHEREAS** other organizations and persons may collaborate with the Parties in the recovery and protection of Boreal Caribou. Without limiting the foregoing, such potential collaborators include other Indigenous Peoples, natural resource companies, municipalities, non-governmental organizations, recreational hunters, and other stakeholders;

**NOW THEREFORE**, the Parties commit to the following:

## **1. DEFINITIONS**

“**Agreement**” means this Agreement as it may have been, or may from time to time be amended, supplemented, restated, novated or replaced and includes all appendices to it.

“**Alberta**” means Her Majesty the Queen in Right of Alberta, as represented by the Minister of Environment and Parks.

“**Red Earth Boreal Caribou Range**” or “**Red Earth Range**” refers to the Red Earth (AB6) Boreal Caribou Range as outlined in the 2012 federal Recovery Strategy.

“**West Side Athabasca Boreal Caribou Range**” or “**West Side Athabasca Range**” refers to the West Side Athabasca (AB7) Boreal Caribou Range as outlined in the 2012 federal Recovery Strategy.

“**Richardson Boreal Caribou Range**” or “**Richardson Range**” refers to the Richardson (AB8) Boreal Caribou Range as outlined in the 2012 federal Recovery Strategy.

“**East Side Athabasca Boreal Caribou Range**” or “**East Side Athabasca Range**” refers to the East Side Athabasca (AB9) Boreal Caribou Range as outlined in the 2012 federal Recovery Strategy.

“**Conservation Measures**” means the coordinated activities to be undertaken by the Parties for the benefit of Boreal Caribou as set out in the Tables to Appendix B to this Agreement.

“**Recovery Strategy**” means the federal “Amended Recovery Strategy for the Woodland Caribou (*Rangifer tarandus caribou*), Boreal population, in Canada” published in 2020 under the *Species at Risk Act*, and includes any amendments or updates to the Recovery Strategy.

“**Critical Habitat**” means the habitat that is necessary for the survival or recovery of a species and for the purpose of this Agreement represents the critical habitat as designated in the 2020 federal Amended Recovery Strategy and includes any amendments or updates to the federal Amended Recovery Strategy.

“**Range Plan**” refers to a document, consistent with ECCC’s *Range Plan Guidance for Woodland Caribou, Boreal Population* (2016), that demonstrates how the habitat condition within a given range will be managed over time and space to ensure that critical habitat for Boreal Caribou is protected from destruction and therein, that each local population will either continue to be self-sustaining or become self-sustaining over time. Range Plans could inform and be informed by broader land-use planning decision making.

“**Subregional Plan**” means an outcomes-based plan that is enabled through the Alberta Land Stewardship Act to address location, issue-specific challenges, and cumulative effects by providing clear operational direction, and must be considered when making decisions within the

defined subregion. A subregional plan may include regulations, conditions, directives, zones, targets, and thresholds to achieve desired Woodland Caribou recovery outcomes. In areas of the province where Woodland Caribou occur, a subregional plan will incorporate key components identified in ECCC's *Range Plan Guidance for Woodland Caribou, Boreal Population* (2016) and will be informed by multiple partners.

“**Effective Date**” means the date this Agreement takes effect as per the date of the last signature affixed to this Agreement.

“**Indigenous Peoples**” has the meaning assigned by the definition of Aboriginal Peoples of Canada in subsection 35(2) of *The Constitution Act, 1982*.

“**Indigenous Rights**” means the Aboriginal and Treaty Rights, recognized and affirmed by section 35 of *The Constitution Act, 1982*.

“**Indigenous Knowledge**” means a body of knowledge regarding a geographical area and associated habitat and wildlife, such as Boreal Caribou, built up by Indigenous Peoples residing there through generations in close contact with nature.

“**Indigenous Caribou Stewardship Plan**” refers to a document developed by either ACFN or MCFN or both, that is broadly consistent with the objectives and description set out in Appendix A and that demonstrates, in a manner that takes account and reflecting ACFN and MCFN's Indigenous Knowledge, values and priorities, how the habitat conditions within a given range could be managed over time and space to ensure that critical habitat for Boreal Caribou is protected and that Boreal Caribou populations can support Treaty and cultural practices of ACFN and MCFN. An Indigenous Caribou Stewardship Plan will be used to inform discussions amongst the Working Group members, established below, and, may be used by ACFN and/or MCFN to inform engagement with the Government of Alberta respecting the development of Range Plans and Subregional Plans.

## **2. GOALS AND PURPOSE**

- 2.1 This Agreement sets out the Conservation Measures that the Parties have agreed to take in order to support the achievement of a self-sustaining population, consistent with the population and distribution objectives in the Recovery Strategy, in the Red Earth Range, West Side Athabasca River Range, Richardson Range, and, East Side Athabasca River Range (hereinafter referred to as “Shared Recovery Objective”).
- 2.2 This Agreement also provides a mechanism for the Parties to collaborate to address conservation challenges and technical, governance or administrative issues with respect to Boreal Caribou recovery and protection, including with the Government of Alberta and organizations and persons that have a direct interest in the recovery and protection of Boreal Caribou but that are not Parties to this agreement.

## **3. PRINCIPLES**

- 3.1 Collaboration: The Parties will work together to achieve a common understanding of

Conservation Measures needed for Boreal Caribou recovery and protection and will cooperate in the development and implementation of these Conservation Measures in a manner that integrates socio-economic considerations, minimizes duplication, maximizes efficiency, and, respects jurisdictional roles and responsibilities.

- 3.2 Reconciliation: The Parties agree that the implementation of this Agreement shall be guided by the UNDRIP and informed by the Truth and Reconciliation Commission's Call for Action.
- 3.3 Use of best available information: The Parties shall obtain, exchange, and use the best available scientific information and Indigenous Knowledge to develop and perform the Conservation Measures set out in Appendix B, including information derived from Indigenous Knowledge, provincial Range Plans and Subregional Plans where available, and the Recovery Strategy.
- 3.4 Precautionary principle: The Parties agree that the implementation of this Agreement will be guided by the precautionary principle, that is where there are threats to Boreal Caribou the Parties will not be precluded from moving forward with the Conservation Measures due to only a lack of scientific certainty, scientific information, and/or Indigenous Knowledge.
- 3.5 Adaptive management: As recovery of threatened species is an emerging discipline, the Parties acknowledge the necessity of comparative tests and monitoring the effects of Conservation Measures and other actions, and adjusting approaches as necessary to improve recovery and protection of Boreal Caribou. The Parties shall make best efforts to amend the Conservation Measures in accordance with this Agreement where warranted, including by adaptive management or further and better scientific information and Indigenous Knowledge.
- 3.6 Transparency: The Parties will share with each other information related to the Conservation Measures, including their performance, as set out in Section 8 of this Agreement.
- 3.7 Engagement: The Parties shall seek opportunities to engage with partners and stakeholders as collaborators in Boreal Caribou recovery and protection, including implementation of Conservation Measures.
- 3.8 Capacity building: The Parties acknowledge that the key to long-term success is the building of capacity within ACFN and MCFN including, the intergenerational transfer of knowledge, values and capacity. ECCC will seek all available opportunities to build ACFN and MCFN's capacity to carry out Conservation Measures for Boreal Caribou.
- 3.9 Indigenous leadership in caribou conservation: The Parties acknowledge the important role ACFN and MCFN play in conserving caribou populations and agree to explore ways to enhance the role of ACFN and MCFN in caribou conservation, in accordance with relevant legislative responsibilities and jurisdiction.
- 3.10 Jurisdiction: The Parties acknowledge that the implementation of some of the Conservation Measures considered under this Agreement, as set out in Appendix B, will require adherence to relevant legislative responsibilities.

#### 4. INTERPRETATION

- 4.1 The Preamble hereof and any Appendices hereto form an integral part of this Agreement.
- 4.2 This Agreement does not create or alter any new legal powers or duties on the part of the Parties nor does it alter the powers and duties established by SARA or any other federal or provincial legislation.
- 4.3 This Agreement itself does not constitute protection within the meaning of sections 58 or 61 of SARA but plays an important role in setting out the measures needed for recovery. This agreement and its implementation will, as relevant, inform the exercise of Canada's responsibilities for species at risk, including but not limited to its responsibilities under SARA. Nothing in this Agreement prevents or precludes a Party from seeking, or the Governor in Council from making, an order pursuant to s. 34, 61, or 80 of SARA.
- 4.4 The Parties do not relinquish or acquire any jurisdiction, right, power, privilege, prerogative, or immunity, by virtue of this Agreement. For greater clarity, nothing in this agreement is intended to alter or limit any policy, discretion or jurisdiction of any non-Party.
- 4.5 Nothing in this Agreement will limit ACFN or MCFN from pursuing any ongoing or future action against Canada for the protection of Boreal Caribou under SARA.
- 4.6 This Agreement is without prejudice to ACFN's and MCFN's Indigenous Rights and nothing in this Agreement will limit ACFN or MCFN's ability to pursue any action against Canada and/or Alberta in respect of an alleged breach of those rights, or the Crown's duty to consult and accommodate in respect of those rights.
- 4.7 Nothing in this Agreement is intended or will be construed to reduce or limit any obligation the Government of Canada has to consult, accommodate, mitigate or compensate for any impacts to or infringement of any of the Indigenous Rights of ACFN and MCFN or any other Indigenous Peoples.
- 4.8 Nothing in this Agreement is intended to limit, alter, supersede, or put the Parties into non-compliance with any obligations that any Party may have with any other person under any other agreement, protocol, or memorandum of understanding, including any agreements between the Government of Alberta and the Government of Canada.
- 4.9 Nothing in this Agreement imposes any binding obligations on any potential collaborators, nor shall any collaboration by any non-Party on any initiative under this Agreement constitute any obligation or intention to be bound by the terms of this Agreement.
- 4.10 The Parties may enter into other agreements relating to the subject matter of this Agreement.

- 4.11 Each of the Parties represents and warrants that the undersigned have the authority to enter into this Agreement on behalf of their respective Party.

## 5. RECOVERY MEASURES FOR BOREAL CARIBOU

5.1 The Parties acknowledge that:

- (a) Boreal Caribou recovery will require a landscape-level approach over many years, with short and long-term actions and adaptive management to ensure that Conservation Measures performed in accordance with this agreement, are monitored and as necessary, improved and adapted to incorporate new information or changed circumstances;
- (b) Some factors directly influencing Boreal Caribou recovery and protection are outside the control of the Parties, which may include the effects of climate change, fire, or other naturally occurring events;
- (c) Recovery and protection of Boreal Caribou may be addressed in part through changes in decision-making, but may also require legislative or regulatory change, which is subject to legislative and regulatory processes and timeframes (including engagement and the Crown duty to consult and accommodate).

5.2 The Parties agree to pursue the Shared Recovery Objective, as defined in this Agreement, consistent with the objectives for Boreal Caribou set out in the Recovery Strategy.

5.3 The Parties shall forthwith, or within the timelines provided by this Agreement and Appendix B, perform, within their power or authority, the activities outlined in Appendix B.

5.4 The Parties recognize that, for the Shared Recovery Objective to be achieved, activities must extend beyond the life of this Agreement, and that other Conservation Measures being taken, including by the Government of Alberta, may be relevant to determining if the Shared Recovery Objective is being achieved.

5.5 The Parties shall assess the results of Conservation Measures performed, and use the information obtained to develop and propose revisions or add to the Conservation Measures, with reasonable efforts to amend this Agreement, accordingly.

## 6. GOVERNANCE

6.1 The Parties agree to establish and implement a Boreal Caribou Working Group (“**Working Group**”) in accordance with the Terms of Reference (Appendix A) scheduled to this Agreement.

## **7. MONITORING AND REPORTING**

- 7.1 The Parties agree to convene, by way of the Working Group, to review and document progress on the implementation of Conservation Measures.
- 7.2 The Parties shall prepare annual reports, on a fiscal year basis, regarding the status of Conservation Measures prescribed by Appendix B.
- 7.3 Annual reports will be used to inform reporting requirements under sections 46, 63, and paragraph 126(c) of SARA and, support Canada's other reporting responsibility and expert advisory roles for species at risk. The Parties, and potential collaborators, may be requested to provide further details regarding activities, to support Canada in meeting these reporting requirements under SARA.
- 7.4 The annual reports will address, among other things:
- (a) Progress toward the Parties' commitments under this Agreement;
  - (b) Progress toward achieving jointly agreed milestones in relation to Conservation Measures;
  - (c) The effectiveness of Conservation Measures with respect to achieving the Shared Recovery Objective;
  - (d) Research findings related to the implementation of this Agreement; and
  - (e) Unforeseen circumstances or stochastic events (e.g., fire, wildlife disease, forest health issues) that might impact the implementation of Conservation Measures or the achievement of the Shared Recovery Objective.
- 7.5 Based on the review outlined in section 7.1, the Parties will evaluate the actions and propose any additional commitments or modifications, which may be required to increase the likelihood of achieving the Shared Recovery Objective described in this Agreement or otherwise expedite the recovery and protection of Boreal Caribou.
- 7.6 Annual reports shall be used to inform discussions on renewal of this Agreement.

## **8. INFORMATION SHARING**

- 8.1 With the exception of Indigenous Knowledge, each Party shall, subject to any applicable data sharing arrangements, confidentiality agreements, and legislative provisions, provide the other Parties access at no charge to all available data and information relevant to this Agreement and its performance, including, without limitation, information on the status, conservation, and recovery of Boreal Caribou, including habitat protection, restoration and other Conservation Measures.
- 8.2 Some data and information may be confidential. Where a Party identifies information as being confidential, the other Parties shall, subject to any applicable laws, including legislative provisions related to access to information, hold and treat that information



as confidential, and may be required to enter into a confidentiality agreement or undertaking.

- 8.3 Any Indigenous Knowledge or traditional use information of ACFN and MCFN collected pursuant to this Agreement or provided under this Agreement remains the exclusive property of either ACFN or MCFN as the case may be. This Agreement does not vest in Canada any property in Indigenous Knowledge or traditional use information collected pursuant to this Agreement or provided under this Agreement. ACFN and MCFN retain the right to either withhold the Indigenous Knowledge or traditional use information or require ECCC to enter into a confidentiality agreement or license agreement prior to accessing or using the Indigenous Knowledge or traditional use information.

## **9. FINANCIAL ARRANGEMENTS AND SUPPORT**

- 9.1 Acknowledging the significant financial expense required to support Boreal Caribou recovery and protection, the Parties shall identify financial needs, priorities and funding opportunities to implement Conservation Measures identified in this Agreement.
- 9.2 The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities, legal jurisdictions and budgetary constraints.
- 9.3 Canada has entered into Contribution Agreements with ACFN (GXCE20C335) and MCFN (GCXE20C334) to support ACFN and MCFN's meaningful and effective involvement in the Conservation Measures. The funding from Canada to ACFN and MCFN is subject to the Contribution Agreements' terms and conditions.
- 9.4 The terms and conditions by which funding is provided by Canada for this Agreement are set out in separate funding agreements. For greater certainty, Canada shall be guided by its applicable policies when developing and negotiating any funding agreements, including those that may arise in the event of successful applications for funding from the Canada Nature Fund.
- 9.5 This Agreement does not create a requirement for any collaborator to provide financial contributions. It is understood that if any collaborator is in a position to provide financial contributions to support implementation of Conservation Measures in Appendix B, this will be provided for outside of this Agreement and will be subject to appropriations, priorities, and budgetary constraints of the collaborators.

## **10. TERM, TERMINATION, RENEWAL AND AMENDMENT**

- 10.1 The Agreement shall come in force on the Effective Date and terminate on March 31, 2023, unless otherwise terminated in accordance with this Agreement.
- 10.2 Any Party may terminate this Agreement for convenience, with cause, or both by giving 90 days written notice of termination to the other Parties provided the dispute resolution process identified in section 11 of this Agreement is unsuccessful in

resolving disputes. In the event the Agreement is terminated, any Contribution Agreement or other relevant agreement(s) entered into by the Parties relating to the subject of this Agreement prior to termination shall continue unaffected.

- 10.3 If either of ACFN or MCFN withdraws from the terms of this Agreement in accordance with this Agreement, then the terms this Agreement will remain in force between the other Parties. Any commitment or term of this Agreement may be terminated or amended at any time by mutual agreement of the Parties, pursuant to 10.2 and 10.6.
- 10.4 The Parties acknowledge that a failure to perform this Agreement may be grounds for any Parties to terminate in accordance with this section. Without limiting the foregoing, the Parties acknowledge that any failure to perform the Conservation Measures constitutes a failure permitting termination in accordance with this section.
- 10.5 On written consent by all Parties, before or after termination, this Agreement or any part of it may be renewed, or its term extended, until the Shared Recovery Objective is achieved.
- 10.6 This Agreement and any part of it may be amended by written consent of the Parties.

## **11. DISPUTE RESOLUTION**

- 11.1 Subject to the terms of this Agreement, if a disagreement arises concerning the interpretation or implementation of this Agreement (any such disagreement being a “**Dispute**”), the Parties will make good faith efforts to attempt to resolve the Dispute, including by participating in the following dispute resolution processes:
  - (a) The Party raising the Dispute will deliver to the other Parties a written summary of the issues in the Dispute along with proposed measures to resolve the Dispute;
  - (b) Within 30 days of receipt of notice of the Dispute, Representatives of the Parties will meet (in person or by telephone or by other virtual means) and seek to resolve the Dispute;
  - (c) If the Dispute remains unresolved after the meeting of the Representatives, the Parties may, under terms mutually agreeable, utilize non-binding dispute resolution processes, including facilitation, mediation, or obtaining independent technical or legal advice; and
  - (d) If the Dispute remains unresolved after ninety (90) days from the meeting of the Representatives or, if a non-binding dispute resolution process is utilized, from the conclusion of the process, the Agreement termination process outlined in section 10 may be entered at the request of any Party.

## **12. DESIGNATION FOR IMPLEMENTATION OF THIS AGREEMENT**

- 12.1 For the purposes of this Agreement, the Representatives from each Party are:
- (a) Athabasca Chipewyan First Nation – Director of the ACFN Dené Lands and Resource Management (DLRM); and
  - (b) Mikisew Cree First Nation – Director of the MCFN Government and Industry Relations (GIR); and,
  - (c) Canada – the Associate Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada.
- 12.2 The day-to-day administration and implementation of this Agreement will be carried out on behalf of Canada by officials of the Canadian Wildlife Service, ECCC.
- 12.3 The day-to-day administration and implementation of this Agreement will be carried out on behalf of ACFN and MCFN by staff from the ACFN DRLM and the MCFN GIR, or their respective legal counsel or consultants, as relevant.

### **13. COUNTERPARTS**

- 13.1 This Agreement may be signed in several counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement. The Parties agree that executed counterparts may be transmitted electronically and that such counterparts shall be treated as originally executed instruments. Each Party undertakes to provide the other with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following the execution of this Agreement.

**14. SIGNATURES**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

On behalf of Her Majesty the Queen in Right of Canada, as represented by Associate Assistant Deputy Minister of the Canadian Wildlife Service.

\_\_\_\_\_  
Tara Shannon  
Associate Assistant Deputy Minister  
Canadian Wildlife Service  
Environment and Climate Change Canada

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On behalf of Athabasca Chipewyan First Nation, as represented by Lisa Tsessaze of Athabasca Chipewyan First Nation.

\_\_\_\_\_  
Lisa Tsessaze  
Director, Dene Lands & Resource Management  
Athabasca Chipewyan First Nation

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On behalf of Mikisew Cree First Nation, as represented by Melody Lepine of Mikisew Cree First Nation.

\_\_\_\_\_  
Melody Lepine  
Director, Government & Industry Relations  
Mikisew Cree First Nation

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Appendix A: Terms of Reference for Boreal Caribou Working Group under the Agreement for the Conservation of the Woodland Caribou, Boreal Population with Athabasca Chipewyan First Nation and Mikisew Cree First Nation**

**PREAMBLE**

WHEREAS: Her Majesty the Queen in Right of Canada as represented by the Minister of Environment and Climate Change Canada (“ECCC” or “Canada”), the Athabasca Chipewyan First Nation (ACFN), and the Mikisew Cree First Nation (MCFN) have entered into an agreement for the conservation of Woodland Caribou, Boreal Population, under s.11 of the *Species at Risk Act* (the “Agreement”);

WHEREAS: the Agreement applies to four Ranges of Boreal Caribou in the northeastern Alberta: Richardson, Red Earth, West Side Athabasca River (WSAR), and East Side Athabasca River (ESAR) (together, the “Caribou Ranges”);

WHEREAS: the Boreal Caribou Working Group (“Working Group”) is established by section 6.1 of the Agreement to govern the Agreement;

THEREFORE: this Terms of Reference shall define the mandate, structure, and responsibilities of the Working Group and shall be appended to the Agreement as Appendix A.

**1. DEFINITIONS**

1.1 The terms in this Terms of Reference have the same meaning as in the Agreement.

**2. MANDATE**

2.1 The Working Group will provide a forum for the Parties to collect, document, and share information about the Agreement, Conservation Measures, and the threats to and status of the Caribou Ranges in order to achieve the Shared Recovery Objective.

**3. WORKING GROUP STRUCTURE**

3.1 Each Party will appoint their members by the manner of their own choosing. It is expected that the appointed representative will be of a sufficiently senior level to provide the necessary information and make decisions within the Working Group decision-making process on behalf of their organization.

3.2 The Working Group is comprised of two members from each Party, unless the members agree that more are required. The Working Group shall always have an equal number of members from each Party.

3.3 Members will be appointed for a term of two years. There is no limit on the number of terms to which an individual can be appointed.

**Responsibilities**

3.1 Each Party’s member will be responsible for chairing a meeting on a rotating basis,

unless the members of the Committee otherwise agree.

3.2 Members are expected to:

- (a) Make every effort to attend all Working Group meetings. Alternates are expected to be fully knowledgeable and participatory, including in decision-making. Attendance at in-person meetings must be confirmed in advance.
- (b) Be knowledgeable about caribou management issues and be fully prepared to discuss agenda items at all meetings, including prior review of all meeting material.
- (c) Be responsible for keeping their organization informed in a timely manner about the Working Group's work and bring any information or requests from their organization to the Working Group.
- (d) Ensure their respective organization is duly informed on Working Group activities and actions.
- (e) Participate in the Working Group in an open, authentic and respectful manner consistent with the principles of this Agreement.
- (f) Proactively share relevant information in a manner that is factual and complete.
- (g) Present the relevant views of their organization in a manner that encourages dialogue.
- (h) Respect and duly consider the information and views presented by others.
- (i) Identify their organizations' ability to contribute to the implementation of actions and identify relevant jurisdictional authorities as new actions are created.

3.3 The Working Group will meet at least twice a year and at the request of any of the Parties.

3.4 Unless the parties agree otherwise, in person meetings will take place in Fort McMurray.

3.5 Members may agree to hold meetings by telephone or by other virtual means, when appropriate to do so.

3.6 Quorum for the Working Group requires the following attendance:

- (a) at least one member from each Party;
- (b) at least 50% of the membership of the Working Group; and
- (c) a majority of members from either ACFN or MCFN.

3.7 Meeting materials will be provided by the Secretariat no less than two weeks prior to each meeting.

- 3.8 Upon agreement of the Working Group members, the Working Group may invite others (e.g. Government of Alberta, other federal departments, non-governmental organizations) to participate in the Working Group, either as observers, to present information or to identify potential collaborations.

#### **4. WORKING GROUP FUNCTION AND RESPONSIBILITIES**

- 4.1 The Working Group will function as a forum for the collection, documentation, and sharing of information and views between the Parties regarding the implementation of the Agreement and Conservation Measures and the broader protection and recovery of the Caribou Ranges. The parties will consider and use relevant information and views obtained or developed through the Working Group to inform their respective actions and decisions relevant to the Shared Recovery Objective, such as the exercise of Canada's responsibilities under SARA for Boreal Caribou.
- 4.2 The Working Group will strive for consensus-based decision-making on decisions relating to advice to ECCC, the content of the Annual Report, and engagement with collaborators. Where consensus cannot be achieved, decision may be made by a majority of Working Group members, provided all members have an opportunity to explain, in writing, why they cannot support in whole or in part, the decision or advice being put forward.
- 4.3 At scheduled meetings, the members will share with each other:
- (a) Updates with respect to the implementation of the Agreement including with regards to monitoring and reporting on the commitments in the Agreement,
  - (b) Updates with respect to the status of the recovery of the Caribou Ranges, and activities, events or issues that may impact the recovery of the Caribou Ranges. including:
    - (i) The effectiveness of the Conservation Measure identified within this Agreement.
    - (ii) The status of provincial range planning activities and initiatives including progress, milestones and timelines, as relevant;
    - (iii) ACFN and MCFN's involvement in provincial range planning activities and initiatives;
    - (iv) How Indigenous Caribou Stewardship Plans are being considered or used in provincial conservation efforts.;
  - (c) Any other updates within the Parties' purview that is relevant to the mandate of the Working Group.
- 4.4 In receipt of the above information, the Working Group will:
- (a) Review, document and share views on the progress on the implementation of the

Agreement and the Conservation Measures and other decisions, actions or measures relevant to the recovery and protection of Boreal Caribou;

- (b) Based on the review in section 4.4(a), evaluate the actions and propose any additional commitments or modifications to the Agreement and/or Conservation Measures, which may be required to increase the likelihood of achieving the Shared Recovery Objective or otherwise expedite the recovery and protection of Boreal Caribou.
- (c) Under the direction of the Parties, facilitate communication, coordination and, where relevant, implementation of Conservation Measures, consistent with the Shared Recovery Objective of the Agreement, including with collaborators that are not Parties to the Agreement;
- (d) Prepare an Annual Report pursuant to section 7 of the Agreement, on a fiscal year basis and to the satisfaction of each Party, regarding the status of the Agreement and the Conservation Measures (the “Annual Report”). The Annual Report will address, among other things:
  - (i) Progress toward the Parties’ commitments under the Agreement;
  - (ii) Progress toward achieving jointly agreed milestones in relation to Conservation Measures;
  - (iii) The effectiveness of Conservation Measures with respect to achieving the Shared Recovery Objective;
  - (iv) Research findings related to the implementation of the Agreement;
  - (v) Unforeseen circumstances or stochastic events (e.g., fire, wildlife disease, forest health issues) that might impact the implementation of Conservation Measures or the achievement of the Shared Recovery Objective; and
  - (vi) Other information and views of the Working Group, or its members, in respect of ECCC’s reporting requirements under s. 46, 63 or 126 of SARA;

4.5 The Annual Report will be used by Canada to inform reporting requirements under sections 46, 63, and 126(c) of SARA and support Canada’s other reporting responsibility and expert advisory roles for species at risk. The Parties, and potential collaborators, may be requested to provide further details regarding the Agreement, Conservation Measures, and other Boreal Caribou related activities, to support Canada in meeting these reporting requirements under SARA.

4.6 Unless otherwise agreed under Section 8 of the Agreement, any Member of the Working Group may provide communications, summaries, reports or other materials of the Working Group, including, for clarity, the Annual Report, to representatives of the Parties that are not members of the Working Group or other collaborators with an interest in or responsibilities pertaining to Boreal Caribou. If a Member wishes to share information obtained from the Working Group with any non-Member, the Member wishing to share the information will take reasonable



steps to inform the other Parties if and when they share such materials.

4.7 Annual Reports shall be used to inform discussions on renewal of the Agreement.

## **5. SECRETARIAT**

5.1 The Working Group will be supported by a Secretariat consisting of a member of all Parties. ECCC's contribution to support the Secretariat will be in-kind and ECCC officials on the Secretariat may include any of ECCC's members of the Working Group (the "Secretariat").

5.2 The Secretariat will provide administrative support to enable the Working Group to carry out its responsibilities. This includes working with the Chair to organize meeting content (e.g., drafting an agenda, taking meetings notes) and distribute materials (e.g., presentations, notes, reports, etc.), and facilitate the participation of collaborators as deemed appropriate by the Working Group.

## **6. GENERAL**

6.1 The information sharing provisions in s.8.0 of the Agreement apply in relation to the activities conducted by the Working Group under the Terms of Reference.

6.2 The Working Group shall review the Terms of Reference 1 year from its establishment and recommend revisions where necessary.

## Appendix B: Conservation Measures for Boreal Caribou

Table A. Stewardship Planning				
Measure 1: Development of Indigenous Caribou Stewardship Plans				
Activities	Ranges	Activity Description	Target Timeline	Roles
<ul style="list-style-type: none"> <li>Develop Indigenous Caribou Stewardship Plans</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN will undertake a scoping exercise to determine elements of range-specific Indigenous Caribou Stewardship Plans and identify information gaps.</li> <li>ACFN and MCFN will develop range-specific Indigenous Caribou Stewardship Plans. These Plans will focus on the caribou range boundaries identified by the Government of Alberta but would also refer to areas known by ACFN and MCFN knowledge holders to be used by caribou.</li> <li>ACFN and MCFN will use Indigenous Knowledge and technical expertise to develop Indigenous Caribou Stewardship Plans that reflect their rights, interests, and values.</li> <li>The Indigenous Caribou Stewardship Plans would:               <ul style="list-style-type: none"> <li>Seek to maximize caribou recovery without other interventions being necessary,</li> <li>maximize protection for ACFN and MCFN cultural values, and minimize conflict with industry and other land uses;</li> <li>Set annual area-based restoration objectives, and identify priority restoration areas;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Year 1-2: Undertake scoping exercise, and develop Indigenous Caribou Stewardship Plans for Red Earth and Richardson Ranges</li> <li>Year 2-3: Develop Indigenous Caribou Stewardship Plans for WSAR and ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN: Scope and develop Indigenous Caribou Stewardship Plans.</li> <li>ECCC: Support, as relevant.</li> </ul>

		<ul style="list-style-type: none"> <li>Identify other areas that ACFN and MCFN see as future Caribou Stewardship Areas.</li> </ul>		
Activities	Ranges	Activity Description	Target Timeline	Roles
<ul style="list-style-type: none"> <li>Work to enable ACFN and MCFN participation in provincial range planning processes.</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN make best efforts to engage with the Government of Alberta on provincial range planning process for Red Earth, Richardson, WSAR, ESAR.</li> </ul>	<ul style="list-style-type: none"> <li>Year 1-4: Continued engagement and support in provincial range planning</li> </ul>	<ul style="list-style-type: none"> <li>MCFN and ACFN: Engage in provincial range planning process to the extent possible</li> <li>ECCC: Engage with ACFN and MCFN on the status of caribou range planning in Alberta, by way of the Caribou Working Group. Support engagement consistent with Section 6 of the draft Canada-Alberta Conservation Agreement for Woodland Caribou</li> </ul>

### Table B. Caribou Stewardship Areas

#### Measure 2: Identification of Caribou Stewardship Areas

Activities	Ranges	Activity Description	Target Timeline	Roles
<ul style="list-style-type: none"> <li>Identify and plan for Caribou Stewardship Areas.</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>Caribou Stewardship Areas are protected areas that would be identified in Indigenous Caribou Stewardship Plan development and, would be managed by ACFN and MCFN.</li> <li>Explore opportunities and provide recommendations on options for protection and conservation of boreal caribou habitat zones.</li> </ul>	<ul style="list-style-type: none"> <li>Year 1-2: Identify potential Caribou Stewardship Areas</li> <li>Year 2: Identify role of ACFN and MCFN to play in the management of these areas</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN: Identification of Caribou Stewardship Area and provide recommendations on options when possible.</li> <li>ECCC: Support, as relevant.</li> </ul>

### Table C: Restoration

<b>Measure 3: Restoration of Disturbed Habitat</b>				
<b>Activities</b>	<b>Range</b>	<b>Activity Description</b>	<b>Target Timeline</b>	<b>Roles</b>
<ul style="list-style-type: none"> <li>Develop Indigenous Restoration Standards for disturbed habitat</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN will use Indigenous Knowledge and technical expertise to develop criteria and standards for restoration of linear disturbance that reflects the variety of disturbances on the landscape and needs for restoration. This will include timelines for restoration, requirements to establish different plants, and quantifiable metrics to assess outcomes.</li> <li>The Indigenous Restoration Standards will be premised on the availability of plant material from the ACFN and MCFN greenhouse and plant nursery.</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: Develop an Indigenous Restoration Standard</li> <li>Year 2-4: Implement</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN: Use the development of this information to provide feedback to Government of Alberta and Industry Proponents on restoration initiatives.</li> <li>ECCC &amp; NRCan: Contribute to research examining the efficacy of restoration approaches for various restoration goals. In particular, NRCan can provide technical expertise and modeling support on various restoration goals and techniques. ECCC can provide, for example, a forum to share this information through the National Boreal Caribou Knowledge Consortium.</li> </ul>
<ul style="list-style-type: none"> <li>Developing an indigenous standard for calculating offsets</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN &amp; MCFN will use Indigenous Knowledge and technical expertise to develop criteria and standards for calculating offsets.</li> <li>The standards and criteria will be used by ACFN and MCFN to inform the governments and industry proponents about its expectations around offsetting.</li> </ul>	<ul style="list-style-type: none"> <li>Year 1-2: Develop Indigenous Offset Calculator</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN: Use the development of the Indigenous Offset Calculator to provide feedback to Government of Alberta, and Industry proponents, where relevant.</li> <li>ECCC: Participate and support, as relevant.</li> </ul>
<ul style="list-style-type: none"> <li>Design and operate a greenhouse and nursery to grow and supply plant materials of food, social or cultural importance for restoration work.</li> </ul>	<ul style="list-style-type: none"> <li>Red Earth</li> <li>Richardson</li> <li>WSAR</li> <li>ESAR</li> </ul>	<ul style="list-style-type: none"> <li>ACFN &amp; MCFN will conduct a feasibility study regarding the construction and operation of a greenhouse and nursery in Fort Chipewyan for plants used in linear disturbance restoration.</li> </ul>	<ul style="list-style-type: none"> <li>Year 2: Conduct feasibility study</li> <li>Year 3-4: Pending funding, implement outcomes of the feasibility study</li> </ul>	<ul style="list-style-type: none"> <li>ACFN and MCFN: Undertake feasibility study and implementation of outcomes of feasibility study.</li> <li>ECCC: Work with and consider outcomes of feasibility study.</li> </ul>

	<ul style="list-style-type: none"> <li>• Pending the identification and attainment of additional adequate funding, ACFN &amp; MCFN will implement the outcomes of feasibility study.</li> <li>• The greenhouse would employ ACFN and MCFN community member and grow local plants; this would support the capacity of ACFN &amp; MCFN to participate in restoration activities, increase community confidence in restoration work undertaken, and ensure restored sites are being returned to traditional landscapes.</li> </ul>		<ul style="list-style-type: none"> <li>• NRCan: Provide expertise and best practices for operation of a greenhouse and nursery.</li> </ul>
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**Table D. Community Awareness, Education and Training**

**Measure 4: Restoration Training and Activities**

Activities	Range(s)	Activity Description	Target Timeline	Roles
<ul style="list-style-type: none"> <li>• Train community members to complete restoration in identified areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Red Earth</li> <li>• Richardson</li> <li>• WSAR</li> <li>• ESAR</li> </ul>	<ul style="list-style-type: none"> <li>• ACFN and MCFN will develop a training program for community members in restoration of linear disturbances and build capacity within the Nations to undertake this work alone or on behalf of Alberta, Canada or proponents.</li> </ul>	<ul style="list-style-type: none"> <li>• Year 2-4: Develop a training program, identify priority restoration work and, associated kms to restore</li> </ul>	<ul style="list-style-type: none"> <li>• ACFN and MCFN: <ul style="list-style-type: none"> <li>- Develop program and train members</li> <li>- Coordinate with the Government of Alberta to align and focus on complimentary work.</li> </ul> </li> <li>• ECCC: Support training program development.</li> <li>• NRCan: See Measure 3</li> </ul>

**Measure 5: Pilot Indigenous Guardians Program**

Activities	Range(s)	Activity Description	Target Timeline	Roles
<ul style="list-style-type: none"> <li>• Development of a process and the implementation of an Indigenous Guardians</li> </ul>	<ul style="list-style-type: none"> <li>• Red Earth</li> <li>• Richardson</li> <li>• WSAR</li> </ul>	<ul style="list-style-type: none"> <li>• ACFN &amp; MCFN will conduct a feasibility study to determine details and needs of an Indigenous Guardians Program (e.g. number of staff required</li> </ul>	<ul style="list-style-type: none"> <li>• Year 2: Conduct feasibility study</li> <li>• Year 3: Subject to adequate funding, consider the</li> </ul>	<ul style="list-style-type: none"> <li>• ACFN and MCFN: Undertake feasibility study.</li> <li>• ECCC: Complete review and consideration of outcomes of the feasibility study.</li> </ul>

<p>Program that includes monitoring of caribou populations and habitat, monitoring of Indigenous and non-Indigenous hunting, and the monitoring of other activities.</p>	<ul style="list-style-type: none"> <li>• ESAR</li> </ul>	<p>to hire, integration with existing Guardians programs), and prioritization of ranges for implementation of program</p> <ul style="list-style-type: none"> <li>• Subject to adequate funding, ACFN &amp; MCFN will establish an Indigenous Guardians Program that carries out monitoring of caribou populations, habitat, and disturbance, and reports the findings to ACFN &amp; MCFN leadership, Alberta, and Canada.</li> <li>• ACFN &amp; MCFN will develop methods, criteria and thresholds that permit robust and defensible monitoring and reporting, using existing methods, criteria and thresholds where appropriate.</li> </ul>	<p>implementation of the outcomes of the feasibility study</p>	
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