

**CONSERVATION AGREEMENT FOR THE WABASCA AND
RONALD LAKE BISON HERDS:
IN SUPPORT OF WOOD BISON RECOVERY IN ALBERTA**

This Agreement for the conservation and management of the Wabasca and Ronald Lake Bison Herds (“Agreement”) is made in duplicate as of ____ **(Date)** ____, pursuant to section 11 of the SPECIES AT RISK ACT (CANADA) and sections 10 and 11 of the GOVERNMENT ORGANIZATION ACT (ALBERTA).

All
BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment, acting through the
Department of the Environment
 (“Environment and Climate Change Canada” or “ECCC”)
and the Parks Canada Agency (“PCA”),
collectively (“Canada”)

And

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA,**
as represented by the Minister of Environment and Parks (“Alberta”)
(hereinafter the “Parties”)

PREAMBLE

WHEREAS the Parties are both signatories to the *Accord for the Protection of Species at Risk* (1996);

AND WHEREAS the Parties recognize the value of species conservation and management;

AND WHEREAS the Wood Bison (*Bison bison athabasca*) has been listed as threatened under the *Species at Risk Act*, S.C. 2002, c. 29;

AND WHEREAS Wood Bison is a Priority Species under the Pan-Canadian Approach to Transforming the Conservation and Recovery of Species at Risk in Canada;

AND WHEREAS the Recovery Strategy identifies the Ronald Lake Bison Herd and the Wabasca Bison Herd as important for Wood Bison recovery in Canada, such that threats to these herds constitute threats to recovery of the species;

AND WHEREAS threats to the Ronald Lake Bison Herd include habitat loss and degradation and possibility of Disease transmission;

AND WHEREAS threats to the Wabasca Bison Herd include very small current population size, harvest, predation, and risk of Disease transmission;

AND WHEREAS the Parties wish to cooperate in the identification and taking of Conservation and Management Measures, and recognize their shared goal in delivering Conservation and Management Measures, to support recovery of the Wood Bison in Alberta;

AND WHEREAS the Parties recognize the substantive and meaningful actions that have been, or are currently being taken by the Parties, which will advance the management, conservation, and recovery of Wood Bison in Alberta (described in Section 8);

AND WHEREAS the Parties recognize their shared commitment to deliver immediate and long-term actions to manage and eliminate the threat of Disease transmission, to protect Disease-free Bison and domestic livestock, and to enable the conservation, management and recovery of Wood Bison in Alberta;

AND WHEREAS the Parties recognize the importance of Indigenous, Stakeholder, community and public engagement in the recovery of Wood Bison in Alberta and consideration of impacts of conservation actions on socio-economic factors and multi-species responses;

AND WHEREAS the Parties recognize a role for Indigenous Peoples in the conservation, management and recovery of the Wabasca and Ronald Lake Bison Herds;

AND WHEREAS the Parties recognize that Indigenous Peoples' perspectives will be relevant to inform implementation of this Agreement including with respect to their constitutionally protected Aboriginal and treaty rights;

AND WHEREAS Alberta has legislative responsibility for, among other things, wildlife management, including species at risk, and decisions respecting natural resources and provincial Crown and private lands, in the province of Alberta and has the responsibility to lead on Conservation and Management Measures for Wood Bison in Alberta;

AND WHEREAS Canada has legislative responsibility for wildlife species located on federal lands including Wood Buffalo National Park, and wildlife species listed in Schedule 1 of the *Species at Risk Act*, including the authority to address recovery, as well as the protection of listed wildlife species including the individuals, their residences and critical habitat on non-federal land in certain circumstances;

AND WHEREAS section 11 of the *Species at Risk Act* provides the competent ministers with the authority to enter into conservation agreements with any other government in Canada, organization or person to benefit a species at risk or enhance its survival in the wild – such agreements must provide for the taking of Conservation and Management Measures and any other measures consistent with the purposes of the *Species at Risk Act*; and

AND WHEREAS sections 10 and 11 of the *Government Organization Act*, RSA 2000, c G-10 provide the provincial responsible minister with the authority to enter into agreements with the Government of Canada.

NOW THEREFORE, the Parties without prejudice to their respective constitutional powers agree to the following:

1 DEFINITIONS

For purposes of this Agreement;

“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.

“Best Available Information” means any data or information that can inform decisions and is accessible by the Parties.

“Bison Control Zone” means a geographic area within which bison occurrence is precluded, through lethal and/or non-lethal means.

“Conservation and Management Measures” means the coordinated actions undertaken by the Parties for the benefit of the Wabasca and Ronald Lake Bison Herds as set out in Sections 8 and 9.

“Crown Mineral Rights” means the rights to explore for, produce and sell the minerals contained in a parcel of land as provided in an agreement as defined and issued under the *Mines and Minerals Act* (Alberta).

“Disease” means one or both of the two cattle Diseases, bovine brucellosis and tuberculosis.

“Disease Management” means the development and implementation of management strategies and associated actions to eliminate the threat of Disease transmission from Diseased to Disease-free bison herds.

“Diseased Bison” means herds of Wood Bison where either or both of bovine brucellosis and/or tuberculosis are known to be present.

“Disease-free Bison” means herds of Wood Bison where neither bovine brucellosis nor tuberculosis are known to be present.

“Effective Date” means the date of the last signature affixed to this Agreement.

“Garden River Herd” means the subset of Wood Buffalo National Park bison ranging in the vicinity of Garden River, Alberta (see Appendix A). This herd is assumed to be Diseased.

“Indigenous Knowledge” means the knowledge regarding the Wabasca and Ronald Lake Bison Herds that Indigenous Peoples or their members share with either or both of the Parties to this Agreement.

“Indigenous Peoples” includes “Aboriginal peoples of Canada” within the meaning of section 35 of the *Constitution Act, 1982*.

“Cooperative management approach for Kitaskino Nuwenēné Wildland Provincial Park” refers to Alberta’s intent to cooperatively manage the wildland park with interested Indigenous communities and organizations.

“Multi-partite Committee” means the executive committee made up of federal and provincial representatives whose long-term goal is to eliminate the risk of transmission

of bovine tuberculosis and brucellosis from Diseased wild bison in and around Wood Buffalo National Park to Disease-free wild bison herds and domestic livestock.

“Peace-Athabasca Delta Herd”, or “Delta Herd”, means the subset of Wood Buffalo National Park bison ranging in and around the Peace-Athabasca Delta, within Wood Buffalo National Park (see Appendix A). This herd is known to be Diseased.

“Protective Notation” are instruments issued under authority of the *Public Lands Act* (Alberta) by provincial government departments to identify acceptable land uses or conservation objectives, and/or prescribe land or resource use protocols for certain public lands.

“Recovery Strategy” means the federal “Recovery Strategy for the Wood Bison (*Bison bison athabasca*) in Canada” published in 2018 under the *Species at Risk Act*, and includes future updates to the Recovery Strategy.

“Ronald Lake Bison Herd” means the wood bison occurring to the south of Wood Buffalo National Park, and within the southeast portion of Wood Buffalo National Park (see Appendix A).

“Ronald Lake Bison Herd Indigenous Knowledge Research Team” means the group that is established to coordinate Indigenous Knowledge processes and to fill information gaps related to the Ronald Lake Bison Herd and its habitat.

“Ronald Lake Bison Herd Technical Team” means the group coordinating scientific activities and addressing information gaps related to the Ronald Lake Bison Herd and its habitat since 2014.

“Ronald Lake Bison Herd Cooperative Management Board” means the entity established in 2019 by Ministerial Order, and as amended from time to time, to advise the Alberta Minister of Environment and Parks on matters related to the long term sustainability of the Ronald Lake Bison Herd, including sustainability of Indigenous traditional use of and cultural connection to the herd.

“Ronald Lake Special Bison Area” means the area set out under the heading “Ronald Lake Special Bison Area” in Footnote 1 of Schedule 7 to the *Wildlife Regulation* (Alberta Regulation 143/97 consolidated up to 137/2020).

“Stakeholders” means persons and organizations that may be affected by this Agreement and/or may wish to collaborate with the Parties in the fulfilment of this Agreement and includes local governments, trappers, non-governmental and recreational organizations, private land and tenure holders, natural resource industry representatives and industry associations.

“Wabasca Bison Herd” means the Wood Bison occurring to the south west of Wood Buffalo National Park, south of the Peace River (see Appendix A).

“Wood Bison” means the *Bison bison athabasca*.

2 GOALS

2.1 The overarching goals of this Agreement are:

2.1.1 The successful implementation of specified initiatives and actions that the Parties will support and take over the next 5 years so as to effectively address threats to the short and long-term conservation, management, and recovery of the Wabasca and Ronald Lake Bison Herds; and

2.1.2 In line with the population and distribution objectives outlined in the Recovery Strategy and other applicable Wood Bison management or recovery plans, the taking of meaningful steps towards the conservation and recovery of Wood Bison in Alberta, including eliminating the risk of Disease transmission.

2.2 This Agreement is focused on the Wabasca and Ronald Lake Bison Herds, and includes measures intended to:

2.2.1 Minimize future habitat loss and degradation;

2.2.2 Reduce and eliminate the risk of Disease transmission;

2.2.3 Investigate and implement as required additional approaches to improve the population status of both herds from other threats; and

2.2.4 Address information gaps, monitor populations, and assess effectiveness of the Conservation and Management Measures.

3 PRINCIPLES

3.1 The following principles will guide interpretation and implementation of this Agreement.

3.2 Collaboration

3.2.1 The Parties will work together to develop and deliver actions and measures needed to address threats to the Wabasca and Ronald Lake Bison Herds, and will cooperate in the delivery of these Conservation and

Management Measures in a manner that minimizes duplication, is efficient, and respects jurisdictional roles and responsibilities.

3.2.2 Recognizing their respective jurisdictions, the Parties will consider and agree upon, to the extent possible, opportunities to collaborate on the development of herd-specific management plans and effective implementation of Conservation and Management Measures with Indigenous Peoples and Stakeholders, including the development of any conservation agreement with any third party under section 11 of the *Species at Risk Act*.

3.3 Use of Best Available Information

3.3.1 The Parties will make use of the Best Available Information, including Indigenous Knowledge and western science.

3.4 Adaptive Management

3.4.1 The Parties recognize that setting objectives, measurable goals, monitoring the effects of actions and adjusting approaches as necessary will be critical to success.

3.5 Transparency

3.5.1 Subject to Section 11 of this Agreement, the Parties will make publicly available the information related to progress on implementation of the Conservation and Management Measures covered by this Agreement.

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 any new legal powers or duties on the part of the Parties nor does it alter the powers and duties established by the *Species at Risk Act*, the *Wildlife Act* or any other federal legislation or legislation in Alberta.

4.3 Neither Party relinquishes or acquires any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.

5 COLLABORATION

- 5.1 The Parties will work together to coordinate processes and seek efficiencies in the identification and implementation of Conservation and Management Measures as they relate to the management of the Wabasca and Ronald Lake Bison Herds. This cooperation will include:
- 5.1.1 Ensuring that any cooperative management, technical, and Indigenous Knowledge initiatives supported by the Parties are consistent with and integrated into the implementation of this Agreement, where applicable and to the extent possible;
 - 5.1.2 Ensuring collaboration with provincial and federal departments and agencies that have natural resource and/or animal health management responsibilities that could impact achievement of the goals and measures of this Agreement; and
 - 5.1.3 When developing and implementing Conservation and Management Measures, continue to look for associated benefits and consider potential adverse impacts on other species.
- 5.2 With respect to the Ronald Lake Bison Herd Cooperative Management Board established by Alberta:
- 5.2.1 ECCC and PCA agree to participate as advisory members;
 - 5.2.2 The Parties will coordinate their activities with the Board, consider recommendations made by the Board, and collaborate with the Board in the implementation of this Agreement, to the extent possible;
 - 5.2.3 The Parties agree that inclusion of Indigenous Knowledge is important to inform the conservation and management of the Ronald Lake Bison Herd and will cooperate with the Board to the extent possible, to ensure such Indigenous Knowledge is considered in the development of a herd-specific management plan and implementation of Conservation and Management Measures; and
 - 5.2.4 Alberta and Canada will encourage the Board to consider Best Available Information when developing recommendations for the Ronald Lake Bison Herd.
- 5.3 The Parties recognize the value of the Ronald Lake Bison Herd Technical Team to help coordinate scientific activities and fill information gaps related to the Ronald Lake Bison Herd and its habitat.

5.3.1 Alberta agrees to continue to lead and coordinate the work of this team; and

5.3.2 ECCC and PCA agree to continue to participate as members.

5.4 The Parties recognize the value of the Ronald Lake Bison Herd Indigenous Knowledge Research Team to coordinate Indigenous Knowledge processes and fill information gaps related to the Ronald Lake Bison Herd and its habitat.

6 INDIGENOUS PEOPLES ENGAGEMENT

6.1 The Parties recognize that a number of processes have been established to engage Indigenous Peoples in Wood Bison conservation and Disease management, and that this Agreement does not replace any of these previously established processes or preclude potential future processes.

6.2 With respect to this Agreement, the Parties will:

6.2.1 Engage with Indigenous Peoples, each Party in accordance with its respective policies and practices;

6.2.2 Engage with Indigenous Peoples to share information on progress and future measures related to implementation;

6.2.3 Seek opportunities for collaboration with Indigenous Peoples on implementation of Conservation and Management Measures for the Wabasca and Ronald Lake Bison Herds, where applicable and to the extent possible;

6.2.4 Consider Indigenous knowledge; and

6.2.5 Work with Indigenous Peoples to better understand Indigenous harvest of Wood Bison.

7 PUBLIC ENGAGEMENT

7.1 The Parties commit to engaging with the public and Stakeholders for the conservation and management of the Wabasca and Ronald Lake Bison Herds.

7.2 With respect to this Agreement, the Parties will:

7.2.1 Ensure, to the extent possible, that the public, and Stakeholders are informed of this Agreement;

7.2.2 Seek collaborative arrangements with organizations, persons and Stakeholders to support conservation and management of Wood Bison pursuant to this Agreement, where applicable and to the extent possible; and

7.2.3 Consider local public and Stakeholder knowledge related to Wood Bison that has been shared with the Parties.

8 CONSERVATION AND MANAGEMENT MEASURES FOR THE WABASCA AND RONALD LAKE BISON HERDS TAKEN TO DATE

8.1 The Parties recognize the actions that have been, or are currently being, undertaken to advance management, conservation, and recovery of the Wabasca and Ronald Lake Bison Herds.

8.1.1 Alberta has designated the Kitaskino Nuwenënë Wildland Provincial Park in northeastern Alberta, to provide protection to a portion of the Ronald Lake Bison Herd range. Within the park:

- Crown Mineral Rights for ammonite, coal, metallic and industrial minerals, and oil sands are reserved from disposition; and
- Crown mineral agreements for petroleum and natural gas and pore space may be issued subject to a no surface access addenda.

8.1.2 Alberta has committed to establishing a cooperative management approach for Kitaskino Nuwenënë Wildland Provincial Park.

8.1.3 Alberta has placed a Protective Notation until March 2039 and temporary restrictions on the disposition of Crown Mineral Rights in part of the Ronald Lake Bison Herd range outside of Kitaskino Nuwenënë Wildland Provincial Park until July 31, 2024 (see Appendix B). In this area:

- Crown Mineral Rights for ammonite, coal, and metallic and industrial minerals are reserved from disposition; and
- Crown mineral agreements for petroleum and natural gas, oil sands, and pore space may be issued subject to a no surface access addenda.

8.1.4 From 2016 onwards, Wood Bison within the Ronald Lake Special Bison Area have been listed as “subject animals” under the *Wildlife Act* and associated Regulation (Alberta), which protects them from unlicensed

hunting by any person other than by Indigenous Peoples with harvesting rights, when they are hunting for food.

8.1.5 Alberta has established the Ronald Lake Bison Herd Technical Team, which has coordinated studies on the ecology of the Ronald Lake Bison Herd since 2014.

8.1.6 In 2017, Alberta in collaboration with Teck Resources, Shell Canada and the University of Alberta established a 4-year \$1.4 million research program to investigate information gaps related to the Ronald Lake Bison Herd and its habitat.

8.1.7 In 2019, PCA conducted a wetland classification of all of Wood Buffalo National Park, which provides detailed information on Wood Bison habitat.

8.1.8 In 2019, Alberta established the Ronald Lake Bison Herd Cooperative Management Board to provide advice on matters related to the long-term sustainability of the Ronald Lake Bison Herd.

8.1.9 Alberta monitors Wood Bison population size and growth, and Disease status of all Wood Bison herds on public lands in Alberta.

8.1.10 PCA is examining the Peace-Athabasca Delta Herd's range, movements and habitat use.

8.1.11 PCA periodically conducts surveys to estimate bison abundance in Wood Buffalo National Park during late winter, and will continue and enhance this work. Surveys for bison killed by anthrax are performed annually.

9 PLANNED CONSERVATION AND MANAGEMENT MEASURES FOR THE WABASCA AND RONALD LAKE BISON HERDS

Habitat Conservation and Disturbance Management for the Ronald Lake Bison Herd

9.1 For the purposes of minimizing future Ronald Lake Bison Herd habitat loss or degradation:

9.1.1 Alberta will continue the interim protection measures that are described in 8.1.3; and

9.1.2 Alberta will evaluate the potential to conserve additional Ronald Lake Bison Herd habitat in collaboration with companies and other third parties, including the possibility to retire industrial dispositions on a voluntary

basis. Lands impacted by retired dispositions, within the Ronald Lake Bison Herd range, may be considered for addition to Kitaskino Nuwenēné Wildland Provincial Park.

Disease Mitigation, Monitoring and Management for the Ronald Lake Bison Herd

9.2 For the purposes of monitoring Disease occurrence and eliminating the risk of Disease transmission:

9.2.1 PCA agrees to establish and implement a Bison Control Zone within Wood Buffalo National Park, at an appropriate location(s) between the Peace-Athabasca Delta Herd and the Ronald Lake Bison Herd, to reduce the risk of Disease transmission to the Ronald Lake Bison Herd;

9.2.2 Alberta will lead monitoring the movements and locations of the Ronald Lake Bison Herd to enable effective rapid response to bison entering the Bison Control Zone;

9.2.3 PCA will lead monitoring movements and locations of the Peace Athabasca Delta Herd to enable effective rapid response to bison entering the Bison Control Zone;

9.2.4 Alberta and PCA will share information with respect to bison movements and location data and will coordinate and collaborate on measures outlined in 9.2.1 through 9.2.3, as appropriate;

9.2.5 PCA will, in consultation with Alberta, investigate options to maintain separation between the Ronald Lake Bison Herd and the Peace Athabasca Delta Herd, including the use of barriers, habitat enhancement or other measures; and

9.2.6 Alberta will monitor the Disease status of the Ronald Lake Bison Herd at regular intervals.

Conservation of the Ronald Lake Bison Herd

9.3 For the purposes of conserving the Ronald Lake Bison Herd population genetics, and for potential future re-establishment of a Disease-free herd in the event that the herd becomes Diseased:

9.3.1 The Parties will assess the feasibility and need for conservation of genetic material from the Ronald Lake Bison Herd;

9.3.2 The Parties will evaluate the necessity and feasibility of captive rearing for the Ronald Lake Bison Herd; and

9.3.3 Pending the outcomes of 9.3.1 and 9.3.2 the Parties may develop and implement a program for conserving the genetics of the Ronald Lake Bison Herd.

9.4 Within the first year of the Agreement, Alberta will review existing provisions under the Wildlife Regulation to identify and implement any necessary changes for the purposes of further protecting Ronald Lake Bison Herd individual animals.

Addressing Information Gaps and Monitoring of the Ronald Lake Bison Herd

9.5 For the purposes of guiding mitigation and monitoring and addressing information gaps regarding the Ronald Lake Bison Herd:

9.5.1 The Parties will evaluate and delineate movement corridors between the Ronald Lake Bison Herd and the Peace-Athabasca Delta Herd;

9.5.2 The Parties will engage with Indigenous Peoples on Indigenous Knowledge studies and consider the feasibility and effectiveness of alternative monitoring methods for the Ronald Lake Bison Herd; and

9.5.3 Alberta will continue monitoring programs to assess population size, population growth, movement and distribution of the Ronald Lake Bison Herd.

Wabasca Bison Herd Measures

9.6 For the purposes of conserving and managing the Wabasca Bison Herd:

9.6.1 Within the first year of the Agreement, Alberta will review provisions under the Wildlife Regulation to identify and implement any necessary changes for the purposes of protecting Wabasca Bison Herd individual animals;

9.6.2 Alberta will evaluate the need for, and if necessary, deliver conservation actions to reduce predation of the Wabasca Bison Herd;

9.6.3 The Parties will collaborate on the analysis of genetic material from the Wabasca Bison Herd to better understand its differentiation from other wood bison herds;

9.6.4 The Parties will evaluate potential movement corridors between the Wabasca Bison Herd and bison within Wood Buffalo National Park;

9.6.5 Alberta will enhance existing monitoring programs to assess population size, population growth, movement and distribution of the Wabasca Bison Herd;

9.6.6 PCA will develop and implement a monitoring program to assess abundance, distribution and movements of the Garden River Herd;

9.6.7 Alberta will evaluate the need to establish a Bison Control Zone outside the Wood Buffalo National Park to reduce the risk of Disease transmission;

9.6.8 PCA will evaluate the need to establish a Bison Control Zone within Wood Buffalo National Park to reduce the risk of Disease transmission to the Wabasca Herd;

9.6.9 Alberta and PCA will collaborate on implementation of Bison Control Zones, as required; and

9.6.10 Alberta will monitor the Disease status of the Wabasca Bison Herd at regular intervals.

Disease Transmission Management

9.7 For the purpose of ongoing Disease management:

9.7.1 The Parties will participate in and implement additional measures to address Disease issues identified by the Multi-partite Committee; and

9.7.2 PCA will lead research and development on vaccines for bovine tuberculosis and brucellosis.

10 GOVERNANCE

10.1 The Representatives of the Parties (as referred to in section 17.1 of this Agreement) will establish a committee composed of delegates referred to in Sections 17.3 and 17.4. This committee will strive to:

10.1.1 Provide overall direction with respect to the implementation of this Agreement;

10.1.2 Ensure strategic alignment between delivery of provisions outlined in this Agreement, the Recovery Strategy, and other entities described in Section 5; and

10.1.3 Ensure that communication, cooperation and collaboration between the Parties are clear, timely and effective.

11 INFORMATION SHARING AND RESEARCH

11.1 Each Party agrees, subject to applicable data sharing agreements, or legislative provisions that would prevent it from doing so, to provide the other Party access to available data and information relevant to the implementation of this Agreement at no charge. This includes:

11.1.1 Information on the status, conservation, and recovery of Wood Bison herds in Alberta and their habitats;

11.1.2 Communication, at least annually, or when information is available, of changes in herd size or trend, Disease status, habitat condition, or other information relevant to the goals of this Agreement; and

11.1.3 Communication on the implications of stochastic events (such as wildfire, anthrax outbreaks, extreme weather events) as soon as possible after they occur.

11.2 The Party providing data and information may require confidentiality of the recipient party. Data and information so identified by a Party, or a collaborator will be held confidential by the Parties to the extent permitted by their respective legislation and related policies, procedures and agreements.

11.3 Each Party may identify research or monitoring needs to increase knowledge that will enhance Wood Bison conservation, management or recovery in Alberta.

11.4 The Parties will collaborate to evaluate internally and externally generated research or monitoring proposals to ensure they contribute meaningfully to Wood Bison conservation, management and recovery in Alberta.

12 FINANCIAL ARRANGEMENTS AND SUPPORT

12.1 Recognizing the significant financial investments required to support Wood Bison conservation and management in Alberta, the Parties will seek funding and will work together on an annual basis to identify needs and priorities, to

implement Conservation and Management Measures to achieve the provisions identified in this Agreement.

12.2 The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities and budgetary constraints.

12.3 Canada agrees to provide Alberta with financial support for the implementation of this Agreement, the details of which will be set out in separate contribution agreements.

13 MONITORING AND REPORTING

13.1 Representatives of the Parties or their delegates (identified in section 17) agree to convene at least annually to develop a work plan, review implementation of this Agreement, and to produce an annual report.

13.2 The annual report will satisfy various reporting requirements under the *Species at Risk Act* and will be made public on the Species at Risk Public Registry.

13.3 Based on the review outlined in section 13.1, the Parties will evaluate the measures listed in this Agreement, and propose any additional commitments, which may be required to increase the likelihood of achieving the conservation and recovery of Wood Bison in Alberta.

13.4 The report will inform discussions on renewal of this Agreement.

14 AGREEMENT DURATION, TERMINATION AND RENEWAL

14.1 This Agreement takes effect on the Effective Date. It will remain in force for a term of 5 years unless terminated earlier by one of the Parties or the Parties agree to terminate it in accordance with this Agreement.

14.2 Either Party may terminate this Agreement for any reason, 90 days after consulting with and providing written notice to the other Party, or the Parties may agree in writing to mutually terminate the Agreement.

14.3 The Parties may renew this Agreement or any part of it, and its term may be extended with the written consent of the Parties prior to the expiration of this Agreement.

15 AMENDMENT

15.1 This Agreement may be amended from time to time with the agreement of the Parties.

15.2 In case of amendments to the Recovery Strategy, the Parties will consider whether amendments to this Agreement are warranted.

16 DISPUTE RESOLUTION

16.1 In the event of a dispute between the Parties arising out of this Agreement, the Parties will use the following procedure to resolve the dispute:

16.1.1 The committee referred to in section 10.1 will be the first point of resolution for disputes arising from Wood Bison activities and programming contemplated in this Agreement; and

16.1.2 Disputes which cannot be resolved by the committee referred to in section 10.1 will be referred to the Representatives identified pursuant to section 17.1 of this Agreement for final resolution.

17 DESIGNATION FOR IMPLEMENTATION OF THIS AGREEMENT

17.1 For the purposes of this Agreement, the Representatives of the Parties are:

17.1.1 Alberta – the Assistant Deputy Minister, Resource Stewardship Division; Alberta Environment and Parks;

17.1.2 Canada – the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada; and

17.1.3 Canada - the Senior Vice-President of Operations, Parks Canada Agency.

17.2 Either Party may change its Representative for the purpose of this section by giving notice to the other Party.

17.3 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Canada by delegates of the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada and the Senior Vice-President of Operations, Parks Canada Agency.

17.4 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Alberta by delegates of the Assistant Deputy Minister, Resource Stewardship Division of Environment and Parks.

17.5 Where this Agreement requires notice be provided or received, or consent be given, the Representative of each Party identified in section 17.1 may provide or receive notice or give the consent required.

18 COUNTERPARTS

18.1 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 (pdf format) and that such counterparts shall be treated as originally executed instruments. Each Party undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following execution of this Agreement.

19 SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement.

On behalf of Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment, acting through the Department of the Environment.

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

Signed this _____ day of _____, 2021.

And

On behalf of Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment, acting through the Parks Canada Agency.

Andrew Campbell
Senior Vice-President of Operations
Parks Canada Agency

Signed this _____ day of _____, 2021.

And

Draft April 26, 2021

On behalf of Her Majesty the Queen in right of the Province Alberta, as represented by the Assistant Deputy Minister of Policy Division, Alberta Environment and Parks.

Tom Davis

Assistant Deputy Minister of Resource Stewardship Division

Alberta Environment and Parks

Signed this _____ day of _____, 2021.

Approved pursuant to the *Government Organization Act* (Alberta)

Alberta Intergovernmental Relations, Executive Council

Signed this _____ day of _____, 2021.

Appendix A – Map identifying location of Wood Bison Herds in the area of interest for this Agreement.

