

The French version will be the official, legal document

**Government of Canada**

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**Government of Quebec**

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**COOPERATION AGREEMENT FOR THE  
PROTECTION AND RECOVERY OF SPECIES  
AT RISK IN QUEBEC**

## **PARTIES TO THE AGREEMENT**

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### **COOPERATION AGREEMENT FOR THE PROTECTION AND RECOVERY OF SPECIES AT RISK IN QUEBEC**

**BETWEEN:** THE GOVERNMENT OF CANADA,  
hereinafter referred to as "Canada"

Represented by:

the Minister of the Environment, responsible for the Department of the Environment and the Parks Canada Agency; and

the Minister of Fisheries and Oceans and Minister responsible for the Department of Fisheries and Oceans.

#### **OF THE FIRST PART**

**AND:** THE GOVERNMENT OF QUEBEC,  
hereinafter referred to as "Quebec"

Represented by:

the Minister of Natural Resources and Wildlife

the Minister of Sustainable Development, the Environment and Parks

the Minister of Agriculture, Fisheries and Food and

the Minister responsible for Canadian Intergovernmental Affairs and the Canadian Francophonie.

#### **OF THE SECOND PART**

#### **HEREINAFTER REFERRED TO AS "THE PARTIES"**

**WHEREAS** Quebec has a diversified biological heritage that includes species at risk;

**WHEREAS** in response to the Convention on Biological Diversity, each Party has developed a strategy on biological diversity which includes activities for the protection and recovery of species at risk and their habitats;

**WHEREAS** Canada intends to meet its commitments as set out in the 1996 Accord for the Protection of Species at Risk in order to ensure that species at risk and their habitats in Canada are effectively protected;

**WHEREAS** the Parties are members of the Canadian Endangered Species Conservation Council (CESCC), the responsibilities of which include coordinating protection activities for species at risk throughout Canada;

**WHEREAS** the Parties recognize that cooperation between the two orders of government is important in order to provide most effectively for the protection and recovery of species at risk and their habitats;

**WHEREAS** the Parties recognize that their programs should be complementary in order to provide more effectively for the protection and recovery of species at risk and their habitats throughout Quebec;

**WHEREAS** under the *Species at Risk Act*, (S.C. 2002, c. 29) the functions of the Committee on the Status of Endangered Wildlife in Canada (COSEWIC) include assessing the status of each wildlife species considered by it to be at risk for the purpose designating it under the Act;

**WHEREAS** the Quebec advisory committees are scientific organizations responsible for advising Quebec on the status of wildlife species for the purpose of designating them under the *Act respecting threatened or vulnerable species* (R.S.Q., chapter E-12.01);

**WHEREAS** the role of the Aboriginal communities and organizations and wildlife management boards established under land claims agreements is essential to the conservation of wildlife in Quebec;

**WHEREAS** regard should be had to the traditional knowledge of the Aboriginal communities in identifying wildlife species that may be at risk and developing and implementing recovery measures;

**WHEREAS** the Parties recognize the importance of consulting landowners, businesses, non-governmental organizations, the Aboriginal communities and organizations, and any other person that could be directly affected by the implementation of measures for the protection and recovery of species at risk and their habitats;

**WHEREAS** the Minister of the Environment, responsible for the Department of the Environment and the Parks Canada Agency, and the Minister of Fisheries and Oceans, as the competent Ministers within the meaning of the *Species at Risk Act*, may, under section 10 of the Act and after consultation with the other competent Minister, enter into an agreement with any government in Canada with respect to the administration of any provision of the *Species at Risk Act* for which that competent Minister has responsibility, including the preparation and implementation of recovery strategies, action plans and management plans;

**AND WHEREAS** Quebec has given authorization for this agreement to be entered into by Order number \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## PART I. GENERAL PRINCIPLES

### 1. Definitions

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- 1.1. "Action plan" means an action plan, including amendments to that plan, that has been included in the public registry under the *Species at Risk Act*, or an action plan prepared by Quebec under the *Act respecting threatened or vulnerable species*.
- 1.2. "Authorizations" means licences, permits or agreements or any other similar instruments, issued, made or entered into under sections 73, 74 or 78 of the *Species at Risk Act* and authorizations granted under section 18 of the *Act respecting threatened or vulnerable species*.
- 1.3. "Conservation plan" means a document that summarizes the status of a threatened or vulnerable plant species, identifies the priority conservation targets and establishes the concrete actions to be taken in order to ensure its long-term survival in Quebec.
- 1.4. "Critical habitat" means a critical habitat within the meaning of the *Species at Risk Act* or a habitat of threatened or vulnerable species under the *Act respecting threatened or vulnerable species*.
- 1.5. "Designation" means the inclusion of a species in Schedule 1 to the *Species at Risk Act* or the legal designation of a species at risk under the *Act respecting threatened or vulnerable species*.
- 1.6. "Joint activity" means an activity whose success relies on the cooperation of the two Parties and which relates to the process of designating and of planning and implementing the recovery of species at risk of common interest; the monitoring referred to in section 12 of this agreement; the exchange of information or the acquisition, management and dissemination of knowledge about wildlife species and species at risk in accordance with Schedule A; the planning and implementation of consultations in accordance with Schedule B; the planning and implementation of joint communications activities in accordance with Schedule C; or the issuing of authorizations or the application of legislation on species at risk of common interest, except for implementing prohibitions.
- 1.7. "Joint programming" means the list and schedule of the joint activities described in section 1.1 above that the Parties intend to carry out under this agreement, including the estimate of resources required for that purpose.
- 1.8. "Management plan" means a management plan, including amendments to that plan, that has been included in the public registry under the *Species at Risk Act*.
- 1.9. "Quebec advisory committees" means the scientific organizations, one for wildlife and one for plant life, that are responsible for advising Quebec on the status of wildlife for the purpose of designating them under the *Act respecting threatened or vulnerable species*.
- 1.10. "Recovery" means a range of human interventions undertaken for the purpose of maintaining or increasing the population of a species at risk.
- 1.11. "Recovery plan" means a document that summarizes the status of a threatened or vulnerable wildlife species, identifies the priority conservation targets and establishes the concrete actions to be taken in order to ensure long-term survival in Quebec.
- 1.12. "Recovery strategy" means a recovery strategy, including amendments to that strategy, that has been included in the public registry under the *Species at Risk Act*.

- 1.13. "Recovery planning document" means a conservation plan, recovery plan, recovery strategy, management plan or action plan.
- 1.14. "Residence" means a residence within the meaning of the *Species at Risk Act* or the nest or den of an animal under the *Act respecting the conservation and development of wildlife* (R.S.Q., c. C-61.1).
- 1.15. "Species at risk" means any wildlife species referred to by the *Species at Risk Act* or by the *Act respecting threatened or vulnerable species* and any species in the process of being assessed or designated under one of those acts.
- 1.16. "Habitat Stewardship Program for Species at Risk Implementation Council" has been established in Quebec to support the management of the Habitat Stewardship Program for Species at Risk in Canada.
- 1.17. "Species at risk of common interest" means any species at risk that is present in Quebec for which Canada and Quebec have a legal responsibility or in the protection and recovery of which they have an interest, and for which they agree to cooperate in accordance with the terms and conditions of this agreement.
- 1.18. "Stewardship": see "voluntary conservation".
- 1.19. "Voluntary conservation" means all of the voluntary initiatives carried out by one or more individuals or legal entities for the purpose of protecting species at risk and their habitats.
- 1.20. "Wildlife management board" means any organization established under a land claims agreement that is authorized to exercise powers in respect of wildlife, including the Joint Hunting, Fishing and Trapping Association established under the James Bay and Northern Quebec Agreement.
- 1.21. "Wildlife species" means a species, sub-species, variety, ecotype, metapopulation, or geographically or genetically distinct population of animals, plants or other organisms, other than a bacterium or virus, that is wild by nature and that (a) is native to Quebec, or (b) has extended its range to Quebec without human intervention and has been present in Quebec for at least 50 years.

## 2. Interpretation

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- 2.1. Neither Party waives its rights, privileges, prerogatives or immunities by entering into this agreement.
- 2.2. This agreement does not create new legal powers, nor does it alter the duties, obligations and powers conferred by the *Species at Risk Act*, *Act respecting threatened or vulnerable species*, *Canadian Environmental Protection Act* (S.C. 1992, c. 37), *Environment Quality Act* (R.S.Q., c. Q-2), *Fisheries Act* (R.S. 1985, c. F-14), *Act respecting the conservation and development of wildlife*, *Canada National Parks Act* (S.C. 2000, c. 32), *Parks Act* (R.S.Q., c. P-9), *Saguenay-St. Lawrence Marine Park Act* (S.C. 1997, c. 37) and *Act respecting the Saguenay-St. Lawrence Marine Park* (R.S.Q., c. 16). It shall be interpreted and governed in accordance with the applicable laws.
- 2.3. This agreement is without prejudice to the powers, rights, remedies and claims that either party may have in relation to the protection and recovery of species at risk and shall not be interpreted as limiting or interfering with such powers, rights, remedies or claims.
- 2.4. The schedules form an integral part of this agreement.

### 3. Purpose

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The purpose of this agreement is to establish the methods by which the Parties will coordinate their activities in relation to the protection and recovery of species at risk of common interest and their habitats and will collaborate in order to avoid duplication. Its purpose is also to encourage the exchange of information and to improve knowledge about species at risk and wildlife species.

### 4. Principles of Cooperation

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The Parties agree to cooperate in implementing this agreement and to abide by the following principles:

- 4.1. Subject to subsection 4.2, precedence will be given to Quebec in the leadership of activities relating to the protection and recovery of species at risk of common interest and their habitats within Quebec and Quebec will coordinate those activities;
- 4.2. Precedence will be given to Canada in the leadership of the following activities:
  - (a) activities relating to the protection and recovery of species at risk of common interest that are non-anadromous and non-catadromous aquatic marine species and migratory birds protected by the *Migratory Birds Convention Act, 1994*;
  - (b) activities relating to the protection and recovery of species at risk of common interest that are carried out
    - (1) on lands belonging to Her Majesty in right of Canada;
    - (2) on lands listed in Schedule 1 and Schedule 2 to the *Canada National Parks Act* and that might not be covered by paragraph 4.2 b)1); and
    - (3) on any other federal land, as determined by a decision of the Agreement Management Committee (AMC).

and Canada will coordinate those activities.

- 4.3. The Parties shall take a coordinated and cooperative approach to activities carried out in order that their activities are complementary and to increase effectiveness and avoid duplication;
- 4.4. If one of the Parties does not have the expertise that is needed for the protection and recovery of a species at risk, precedence shall be given to the expertise of the other Party;
- 4.5. The costs of activities under this agreement may be shared as determined by the AMC when (1) the Parties are carrying out a joint activity, (2) either of the Parties is forced to incur costs that exceed what is required to implement its own legislation, or (3) a Party's expertise is required by the other Party;
- 4.6. Community and individual interests, including social and economic interests where appropriate, shall be considered in determining the most effective actions;
- 4.7. Stewardship or voluntary conservation shall be considered to be a preferred option in all protection, management and recovery activities;
- 4.8. If there are threats of serious or irreversible damage to a wildlife species, cost-effective measures to prevent the reduction or loss of the species shall not be postponed for a lack of full scientific certainty; and
- 4.9. Transparency between the Parties shall be regarded as essential to this agreement.

## 5. Strategies

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The Parties agree to adopt the following strategies:

- 5.1. Maintaining and improving scientific knowledge about wildlife species that is necessary for the protection and recovery of species at risk and their habitats, in accordance with the provisions of Schedule A, "Knowledge";
- 5.2. Collecting data on wildlife species using common or compatible approaches;
- 5.3. Promoting the use of the Centre de données sur le patrimoine naturel du Québec (CDPNQ) and the methodology in use that is associated with the NatureServe international network of conservation data centres for processing data relating to species at risk and to assist in establishing priorities for action to be taken; promoting the operation and development of the CDPNQ;
- 5.4. Using ecosystem, landscaping or multi-species approaches for protection and recovery activities involving species at risk of common interest and their habitats;
- 5.5. Encouraging landowners, businesses, non-governmental organizations, Aboriginal communities and organizations and any other person to become involved in protection and recovery activities for species at risk of common interest and to undertake habitat stewardship or other voluntary conservation activities;
- 5.6. Exchanging information in a coordinated manner regarding authorizations and the application of legislation relating to species at risk, their critical habitats and the residences of their individuals;
- 5.7. Promoting public consultation, awareness and engagement in relation to the protection and recovery of species at risk and their habitats, in accordance with section 3 of Schedule B, "Consultations";
- 5.8. Promoting consultation with Aboriginal communities and organizations and wildlife resource management councils to which the protection and recovery of species at risk and their habitats are of concern, and using the most appropriate the cooperation mechanisms, in accordance with section 2 of Schedule B;
- 5.9. Consulting each other regarding interim measures for the protection and recovery of species at risk and their habitats to be put in place pending settlement of Aboriginal self-government or land claims agreements and regarding provisions to be proposed for inclusion in such agreements;
- 5.10. Informing the public, landowners, businesses, non-government organizations, and Aboriginal communities and organizations, as well as other provinces, territories and countries, of the results of activities planned as part of the programming under this agreement, in accordance with Schedule C, "Joint Communications Activities";

## **PART II. MANAGEMENT OF THE AGREEMENT**

### **6. Guiding Principles for Management of the Agreement**

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- 6.1. The Parties agree that their respective jurisdictions will be respected in the administration and implementation of this agreement.
- 6.2. The Parties agree that the administration and implementation of this agreement will be guided by the principles for cooperation set out in section 4.

### **7. Agreement Management Committee**

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#### **7.1. Composition of the Management Committee**

- 7.1.1. A management committee to be called the "Agreement Management Committee" (AMC) will be responsible for the administration of this agreement.
- 7.1.2. The AMC shall comprise the following three representatives for Canada: the Regional Director General of Environment Canada (EC), the Regional Director General for the Department of Fisheries and Oceans (DFO), or his representative, and the Vice-President Operations, Eastern Canada, of the Parks Canada Agency (PC), or his representative. The AMC shall comprise the following three senior officials for Quebec: a representative of the Ministère du Développement durable, de l'Environnement et des Parcs (MDDEP), a representative of the Ministère des Ressources naturelles et de la Faune Québec – Faune Québec (MRNF-FQ), and a representative of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation (MAPAQ), appointed by their respective chief officers.
- 7.1.3. The AMC will be co-chaired by the EC representative and the MDDEP or MRNF-FQ representative. The MDDEP and the MRNF-FQ representatives will co-chair the AMC in alternate years. The two co-chairs will chair alternate meetings.

#### **7.2. Duties and responsibilities of the AMC**

The AMC will carry out the following duties and responsibilities, in accordance with the principles of cooperation set out in section 4:

- 7.2.1. Ensure the effective implementation of this agreement;
- 7.2.2. Exchange information about the annual programming of each of the government entities covered by this agreement relating to the protection and recovery of species at risk and their habitats;
- 7.2.3. Establish the list of species at risk of common interest;
- 7.2.4. Establish priority protection and recovery activities for species at risk of common interest, including joint programming, and align recovery planning schedules bearing in mind, in particular, the activities proposed by each Party, deadlines to be met, workloads and available resources;
- 7.2.5. For the purposes of this agreement and in accordance with the principles set out in subsections 4.1 and 4.2, determine which Party will take precedence in respect of the leadership of activities relating to the protection and restoration of species at risk of common interest and their habitats and coordinate them;
- 7.2.6. Having regard to the interests of each of the Parties and based on the principles established in this agreement, agree to the methods to be used for implementing the annual or multi-year joint programming covered by this agreement;

- 7.2.7. Coordinate the efforts of the government entities involved in creating, developing, implementing and evaluating the activities covered by this agreement;
- 7.2.8. Identify costs and determine the methods by which the costs that may be incurred under this agreement will be shared;
- 7.2.9. Monitor the implementation of joint programming in order to make any changes that may be necessary;
- 7.2.10. Facilitate the creation and operation of recovery teams organized by the Parties;
- 7.2.11. Propose the directions to be taken, and encourage complementarity and coordination, in stewardship and voluntary conservation programs for species at risk of common interest and their habitats;
- 7.2.12. Enquire about the activities of the Habitat Stewardship Program for Species at Risk Implementation Board;
- 7.2.13. Establish joint communications priorities, needs and activities relating to the application of this agreement;
- 7.2.14. Recommend amendments to this agreement to the Ministers who have signed this agreement;
- 7.2.15. Establish any working committees that may be needed for the implementation of this agreement;
- 7.2.16. Submit an annual report on the management of the agreement to the Ministers who have signed this agreement;
- 7.2.17. Recommend any other measures that may be needed in order for this agreement to be carried out in full and its objectives to be achieved to the Ministers who have signed the agreement; and
- 7.2.18. One year before the end of the first five-year term and one year before the end of this agreement, conduct an evaluation of the agreement and its administration for consideration upon potential renewal.

### **7.3. Administration and operation of the AMC**

- 7.3.1. AMC members shall:
  - (a) meet at least twice a year;
  - (b) establish procedures for their meetings; and
  - (c) establish other provisions for the administration and operation of the AMC.
- 7.3.2. The Parties agree that decisions of the AMC shall be made by consensus of all members of the AMC.
- 7.3.3. If consensus cannot be reached, section 13 shall apply.

## **8. Designation**

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### **8.1. Committee on the Status of Endangered Wildlife in Canada (COSEWIC)**

- 8.1.1. The Parties will collaborate in the activities of COSEWIC.
- 8.1.2. The Parties will exchange information regarding COSEWIC status reports on which they make comments.
- 8.1.3. The Parties will produce a list of species potentially at risk in Quebec, where needed, and the list will be submitted to COSEWIC.

## **8.2. Quebec advisory committees**

- 8.2.1. Quebec will inform Canada and, where needed, request Canada's expertise regarding species being assessed by the Advisory Committee on Plant Species and the Advisory Committee on Animal Species. Quebec shall consult Canada when migratory birds protected under the *Migratory Birds Convention Act, 1994* and aquatic species for which management has not been delegated to it are assessed by Quebec advisory committees.
- 8.2.2. Canada will provide its expertise when it is requested by the Quebec advisory committees.

## **8.3. Statements in response to proposals by COSEWIC**

In accordance with a commitment made to the CESSC, Quebec will contribute, as needed, to the production of response statements regarding species under its responsibility or for which management has been delegated to it.

## **8.4. Exchange of information**

- 8.4.1. Each Party will inform the other regarding progress in cases involving the designation of species at risk.
- 8.4.2. The Parties will exchange the information that is needed for designating species at risk, including assessments of the potential socio-economic impacts, as needed.

## **8.5. Emergency situations**

Each Party will inform the other when an emergency situation relating to the protection of a species at risk arises.

## **8.6. Administrative classification**

When appropriate, the Parties shall establish an administrative classification of species at risk so that equivalency can be established between the COSEWIC classification and the Quebec classification.

# **9. Protection and Recovery**

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## **9.1. Planning and implementing recovery**

### **9.1.1. Residence**

The Parties will collaborate to determine the residence of individuals of species at risk of common interest.

### **9.1.2. Preparation of recovery planning documents**

9.1.2.1. The Parties will collaborate on the creation and operation of their recovery teams and on the preparation of recovery planning documents for species at risk of common interest.

9.1.2.2. Canada will give preference to using the recovery planning documents prepared by Quebec for species at risk of common interest in preparing recovery strategies, management plans and action plans. The Parties shall collaborate so that these documents can be used by Canada.

### **9.1.3. Identifying critical habitats**

When preparing recovery planning documents, the Parties will cooperate in identifying critical habitats of species at risk of common interest.

#### 9.1.4 Socio-economic assessments

When appropriate, the Parties shall collaborate in producing assessments of the social and economic impacts of the implementation of recovery planning documents.

### **9.2. Implementing recovery**

#### 9.2.1. Protecting critical habitats

For species at risk of common interest, precedence will be given to Quebec in the leadership of protection activities for critical habitats, in accordance with subsection 4.1.

#### 9.2.2. Stewardship and voluntary conservation

9.2.2.1. The Parties will promote complementarity in their stewardship and voluntary conservation activities and programs for the protection of species at risk and their habitats. Among other things, when establishing priorities they will seek to focus their efforts on zones and ecosystems of common concern in relation to the protection and recovery of species at risk of common interest.

9.2.2.2. The Parties will consult each other when developing and approving stewardship or voluntary conservation projects relating to species at risk.

## **10. Authorizations**

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10.1. The Parties may, when necessary, exchange non-nominal information regarding the issuance of authorizations to carry out an activity that will affect a species at risk, the residences of its individuals or any part of its critical habitat, and shall establish necessary coordination measures in this regard.

10.2. The Parties agree to form, within 30 days of the date on which this agreement is signed, a working group that shall be responsible for proposing the necessary coordinating mechanisms for authorizations to carry out an activity that affects a species at risk, the residences of its individuals or any part of its critical habitat.

## **11. Application of legislation**

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11.1. The Parties will exchange information regarding their plans for applying legislation.

11.2. For the purposes of exchanging information, the Parties will make a list of the critical habitats identified and the protection to be given to each of them.

11.3. In implementing this agreement, the Parties shall explore the merits of various methods for enforcing their respective legislation and may add a schedule to the Agreement relating to enforcement.

11.4. The Parties agree to form, within 30 days of the date on which this agreement is signed, an enforcement working group that shall be responsible for proposing the necessary coordination mechanisms.

## 12. Monitoring

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### 12.1 Monitoring of activities

The Parties will develop and implement a process for monitoring protection and recovery activities carried out in relation to species at risk of common interest and their habitats.

### 12.2 Progress reports

The Parties will collaborate when preparing progress reports on the implementation of recovery planning documents prepared under this agreement.

### 12.3 Evaluation of the effectiveness of protection and recovery activities

The Parties will periodically evaluate protection and recovery activities relating to species at risk of common interest, the residences of their individuals and their critical habitats that are carried out under this agreement.

## 13. Dispute resolution

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**13.1.** In the event that consensus cannot be reached within the AMC, the decision shall be referred as follows: in the case of Canada, to the Assistant Deputy Minister for the Environmental Stewardship Branch at EC, the Assistant Deputy Minister, Program Policy, at DFO, and the Vice-President Operations, Eastern Canada, at PC; in the case of Quebec, to the Assistant Deputy Minister responsible for management of threatened or vulnerable species at MDDEP, the Associate Deputy Minister responsible for wildlife at MRNF, and the Assistant Deputy Minister responsible for commercial fisheries and aquaculture at MAPAQ.

**13.2.** If the individuals mentioned in section 13.1 are unable to reach a consensus, the decision may be referred as follows: in the case of Canada, to the Deputy Minister of EC, the Deputy Minister of DFO, and the CEO of PC; in the case of Quebec, to the Deputy Minister of MDDEP, the Deputy Minister of MRNF and the Deputy Minister of MAPAQ.

## 14. Financial Considerations

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The Parties agree that the activities set out in this agreement will be funded:

**14.1** by the responsible Party based on the requirements for implementing its legislation; and

**14.2** under a cost-sharing formula that is confirmed in a cost-sharing understanding (Schedule D) and established by the AMC when:

1. the Parties implement a joint activity;
2. one of the Parties incurs costs that exceed what is required for implementing its own legislation; or
3. the expertise of one Party is requested by the other Party.

**14.3** Canada will cover the costs that arise under this agreement on the express condition that the Parliament of Canada votes the required credits for the fiscal year in which the costs are to be covered.

**14.4** Quebec will cover the costs that arise under this agreement on the express condition that the National Assembly of Quebec votes the required credits for the fiscal year in which the costs are to be covered.

## **15. Term of the Agreement and Procedure for Amending**

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- 15.1** This agreement shall come into force upon signature and shall expire on March 31, 2022. It may be renewed for an additional period of time to be determined by agreement between the Parties.
- 15.2** This agreement may be amended with the written consent of all the Ministers who have signed this agreement.
- 15.3** Either Party may terminate this agreement by giving nine months' written notice to each of the Ministers of the other Party who have signed this agreement.

**DONE** in six copies at  
2012.

this      day of      ,

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have signed.

**FOR THE GOVERNMENT OF CANADA:**

\_\_\_\_\_  
Minister of the Environment, responsible for the Department of the Environment and the  
Parks Canada Agency

\_\_\_\_\_  
Minister of Fisheries and Oceans and Minister responsible for the Department of  
Fisheries and Oceans

**FOR THE GOVERNMENT OF QUEBEC:**

\_\_\_\_\_  
Minister of Natural Resources and Wildlife

\_\_\_\_\_  
Minister of Sustainable Development, the Environment and Parks,

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Minister of Agriculture, Fisheries and Food

\_\_\_\_\_  
Minister responsible for Canadian Intergovernmental Affairs and the Canadian  
Francophonie

## **SCHEDULE A. KNOWLEDGE**

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### **1. Sharing of information, methodologies and expertise**

The Parties will create an inventory of existing databases for the purposes of this agreement and to assist in developing programming. They will share the data, methodologies and expertise they have on species at risk and their habitats. For that purpose, they will cooperate in order to improve accessibility to their databases and information systems.

The Parties recognize that locator databases for a number of species at risk are sensitive and that full disclosure of those databases could have a negative impact on those species. The Parties will therefore ensure that sensitive information is kept confidential and protected in accordance with the parameters set by the data owner and with the relevant legislation

The Parties will respect intellectual property in the data and will cite sources.

### **2. Inventories and research**

The Parties will work in concert to produce inventories to improve their knowledge of the distribution and abundance of the species at risk and their habitats in cases where the management of the species in question and/or their habitats is of concern to them.

The Parties will work in concert to initiate and conduct research projects designed to enhance understanding of the biology, ecology or habitat of species at risk of common interest in order to improve protection or provide for more effective recovery. Each Party will also inform the other about its research planning and ongoing projects.

The Parties will make a special effort to acquire knowledge about the species listed classified under “insufficient data” by COSEWIC or by the Quebec advisory committees and about species for which COSEWIC or the Government of Quebec is planning to prepare a status report.

### **3. Community knowledge and traditional knowledge of the Aboriginal communities**

The Parties will work in concert to incorporate community knowledge and the traditional knowledge of Aboriginal communities in status reports, wherever possible, in the development and implementation of recovery measures and the management of species at risk of common interest.

### **4. Status reports**

The Parties shall work in concert to prepare, develop and review status reports regarding species that are of concern to them and shall provide any information that would improve the content of these reports.

### **5. Report on the general status of wildlife species in Canada**

In accordance with a commitment made to CESSC, Quebec will participate in the work of the General Status of Wildlife in Canada National Working Group and, for the purpose of preparing the report on the general status of wild species in Canada, Quebec will prepare and review Quebec's priorities and submit them to Canada, using the methodology in use associated with the NatureServe international network of conservation data centres.

## **6. Document exchange**

The Parties shall implement a coordination process to ensure that the documents required by either Party are provided to them.

Quebec will make available to Canada status reports and planning and recovery documents produced under the *Act respecting threatened or vulnerable species*.

Canada will make available to Quebec status reports and planning and recovery documents produced under the *Species at Risk Act*.

## **7. Environmental impact assessment for projects**

The Parties will exchange the information that is available and will provide opinions for the purpose of assessing environmental impacts on species at risk and their habitats, for projects that are subject to the environmental assessment processes that are applied by Canada and Quebec. The information and opinions will include not only an assessment of impacts, but also the measures to be taken to mitigate and monitor the impacts on species at risk and their habitats. Measures relating to species at risk and their habitats will be developed having regard to the applicable planning and recovery documents.

## **SCHEDULE B. CONSULTATIONS**

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### **1. General Provisions**

The annual schedules for consultations prepared by each of the government entities covered by this agreement will be considered by the AMC in developing joint programming, in particular in order to avoid duplication of consultations.

The Parties will promote the production of joint materials for the consultation activities they plan to carry out jointly.

### **2. Consultation with Aboriginal communities and organizations**

Canada will collaborate in the consultations with Aboriginal communities and organizations and with wildlife management boards carried out by Quebec in the process associated with the designation or recovery of species at risk, where needed.

Quebec will collaborate in the consultations with Aboriginal communities and organizations and with wildlife management boards carried out by Canada in the process associated with the designation or recovery of species at risk, where needed.

The Parties will seek the cooperation of directly concerned Aboriginal communities and organizations, and of wildlife management boards that are directly affected in preparing any planning or recovery document relating to a species at risk, notably on land covered by a land claims agreement or on reserve lands.

For the purposes of such consultations, the Parties will:

- (a) identify the Aboriginal communities and organizations and wildlife management boards they will ask to collaborate;
- (b) determine the most appropriate collaboration process;
- (c) determine their respective roles and responsibilities; and
- (d) coordinate their activities.

They will also jointly consider the political issues relating to participation by the Aboriginal peoples and the possibility of using methods that are likely to promote collaboration.

### **3. Consultation with other stakeholders**

Canada shall collaborate with Quebec, where needed, in order to consult the persons or organizations to whom the federal process associated with the designation or recovery of species at risk is deemed to be of concern.

Quebec shall collaborate with Canada, where needed, in order to consult the persons or organizations to whom the provincial process associated with the designation or recovery of species at risk is deemed to be of concern.

For the purposes of these consultations, the Parties will:

- (a) identify the persons or organizations affected;
- (b) determine the most appropriate consultation process;
- (c) determine their respective roles and responsibilities; and
- (d) coordinate their activities.

## **SCHEDULE C. JOINT COMMUNICATIONS ACTIVITIES**

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Subject to their respective legislation, the Parties will endeavour to achieve the following communications objectives:

- (1) inform the public, landowners, businesses, non-government organizations, Aboriginal communities and organizations, and any other person concerned by the actions to be undertaken to protect species at risk of common interest and their habitats;
- (2) report on the results obtained by the Parties, specifically regarding the commitments made in this agreement;
- (3) maintain a positive public image by ensuring that communications messages in relation to the activities carried out under this agreement are consistent;
- (4) ensure that the Parties are equitably represented and visible in implementing this agreement and in the protection and recovery of species at risk of common interest and their habitats.

For that purpose, the Parties will:

- (1) establish directives relating to advertising, promotion, media relations, visual identification, event organization and published materials;
- (2) carry out communications activities that are compatible with activities relating to the protection and recovery activities for species at risk of common interest and their habitats on which the Parties collaborate;
- (3) inform and explain to the public the Parties' commitment to coordinating activities relating to the protection and recovery of species at risk of common interest undertaken by the Parties;
- (4) ensure that the Parties are equitably represented in all communications and are equally visible in matters relating to joint activities;
- (5) communicate transparently and honestly at all times;
- (6) establish common communications activities in relation to the management and recovery of species at risk of common interest and their habitats;
- (7) ensure that both Parties follow the procedures established for approval of communications activities.

Each of the government entities covered by this agreement will designate a person to be the portal for all joint communications activities undertaken under this agreement. The role of that person will be to make recommendations regarding the joint communications activities discussed by the AMC and ensure they are carried out.

Joint communications activities will be managed in accordance with a procedure established by the government entities concerned.

The Parties will develop any mechanism, process or other tool that may be useful to ensure that joint communications activities are carried out properly, where needed.

# **SCHEDULE D. SAMPLE COST-SHARING UNDERSTANDING CONCERNING THE IMPLEMENTATION OF THE COOPERATION AGREEMENT FOR THE PROTECTION AND RECOVERY OF SPECIES AT RISK IN QUEBEC<sup>1</sup>**

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## **COST-SHARING UNDERSTANDING CONCERNING THE IMPLEMENTATION OF THE COOPERATION AGREEMENT FOR THE PROTECTION AND RECOVERY OF SPECIES AT RISK IN QUEBEC**

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**BETWEEN:**

**THE GOVERNMENT OF CANADA,**

represented by:

the Minister of the Environment, responsible for the Department of the Environment ("Environment Canada")

or

the Minister of Fisheries and Oceans, responsible for the Department of Fisheries and Oceans ("DFO ")

or

the Minister of the Environment, responsible for the Parks Canada Agency ("Parks Canada")

(hereinafter referred to as "Canada")

**OF THE FIRST PART**

**AND:**

**THE GOVERNMENT OF QUEBEC,**

represented by:

the Minister of Natural Resources and Wildlife, responsible for the Ministère des Ressources naturelles et de la Faune ("MRNF")

or

the Minister of Sustainable Development, the Environment and Parks, responsible for the Ministère du Développement durable, de l'Environnement et des Parcs ("MDDEP")

or

the Minister of Agriculture, Fisheries and Food, responsible for the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation ("MAPAQ")

and

the Minister responsible for Canadian Intergovernmental Affairs and the Canadian Francophonie ("SAIC")

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<sup>1</sup> A Cost-Sharing Understanding concerning the implementation of the Cooperation Agreement for the Protection and Recovery of Species at Risk in Quebec may be signed each year between two government entities subject to this agreement that are not of the same Party. Its purpose is to identify cost-sharing arrangements for implementing this agreement and the activities planned in the annual joint programming negotiated between the two government entities and established by the AMC.

(hereinafter referred to as "Quebec")

## OF THE SECOND PART

### HEREINAFTER REFERRED TO AS "THE PARTIES"

**WHEREAS**, under the Cooperation Agreement for the Protection and Recovery of Species at Risk in Quebec ("the Agreement"), Canada and Quebec have agreed to coordinate their actions for the protection and recovery of species at risk of common interest and their habitats in Quebec and to work together to implement activities relating notably to knowledge acquisition, designations, consultations, and recovery planning and implementation, in order to increase the effectiveness of their efforts and avoid duplication;

**WHEREAS** the Agreement establishes the principles for collaboration between Canada and Quebec, lists the appropriate intervention strategies and stipulates that the Agreement is to be administered and implemented in respect of the respective jurisdictions of Canada and Quebec;

**WHEREAS** Environment Canada, Parks Canada or DFO, and the MRNF, the MDDEP or MAPAQ and the SAIC are signatories to the Agreement;

**WHEREAS**, as per section 7 of the Agreement, a committee called the "Agreement Management Committee" ("AMC") consisting of representatives from Environment Canada, Parks Canada, DFO, the MDDEP, the MRNF and MAPAQ was established to ensure effective execution of the Agreement;

**WHEREAS** the AMC's duties and responsibilities include establishing priority protection and recovery activities for species at risk of common interest, such as joint programming, identifying costs and determining how the costs stemming from these activities and this programming shall be shared;

**WHEREAS**, under section 13 of the *Species at Risk Act* (S.C. 2002, c. 29), the Minister of the Environment or Minister of Fisheries and Oceans may enter into an agreement with any government in Canada or organization to provide for the payment of contributions towards the costs of programs and measures for the conservation of wildlife species;

**WHEREAS** Quebec has approved the terms of this Understanding by Order number xxx-xxxx of **date**;

**WHEREAS** the Understanding supports the implementation of activities for the protection and recovery of species at risk and their habitats in Quebec, including the activities provided for in the annual joint programming described in Appendix A of the Understanding;

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS

The following definitions apply to the Understanding:

- 1.1 "**Understanding**" means the Cost-Sharing Understanding Concerning the Implementation of the Cooperation Agreement for the Protection and Recovery of Species at Risk in Quebec;
- 1.2 "**Fiscal year**" means the period beginning on April 1 and ending on March 31 of the following year;
- 1.3 "**AMC**" means the Agreement Management Committee referred to in section 7 of the Agreement;
- 1.4 "**Agreement**" means the Cooperation Agreement for the Protection and Recovery of Species at Risk in Quebec approved by Quebec by Order number xxx-xxxx on **date** and signed by Canada and Quebec on **date**, 2012;

- 1.5 "**Species at risk**" has the meaning assigned by section 1 of the Agreement;
- 1.6 "**Species at risk of common interest**" has the meaning assigned by section 1 of the Agreement;
- 1.7 "**Joint programming**" has the meaning assigned by section 1 of the Agreement;
- 1.8 "**Annual joint programming**" means joint programming developed in accordance with sections 5.2 and 5.3 and Appendix A of the Understanding;
- 1.9 "**Recovery**" has the meaning assigned by section 1 of the Agreement;

## **2. PUPROSE**

- 2.1 The purpose of the Understanding is to establish the payment contributions for implementing priority activities for the protection and recovery of species at risk and their habitats in Quebec that are provided for in the annual joint programming.

## **3. OBLIGATIONS OF THE PARTIES**

- 3.1 The Parties undertake to carry out the priority activities for the protection and recovery of species at risk and their habitats in Quebec identified in the annual joint programming.
- 3.2 The Parties undertake to use the results of these activities to achieve their respective objectives for the conservation of species at risk.

## **4. CATEGORIES OF TARGETED ACTIVITIES**

The joint annual programming developed by the AMC is divided into the following nine categories of activities for the protection and recovery of species at risk and their habitats in Quebec:

- 4.1 "Knowledge" means activities that involve the sharing of information, methodologies and expertise; the operation and development of the Centre de données sur le patrimoine naturel du Québec; inventories and research; community knowledge and traditional knowledge of Aboriginal communities; status reports; the report on the general status of wild species in Canada; exchanges of documents; and the environmental impact assessment for projects, which are provided for in Schedule A and section 5.3 of the Agreement.
- 4.2 "Designation" means activities that involve the Committee on the Status of Endangered Wildlife in Canada (COSEWIC), the two advisory committees on threatened or vulnerable species in Quebec, the response statements to the COSWIC proposals, exchanges of information, emergency situations and administrative classifications, which are provided for in section 8 of the Agreement;
- 4.3 "Recovery planning" means activities that involve residences of individuals of species at risk of common interest, preparing recovery planning documents, identifying critical habitats and conducting social and economic assessments, which are provided for in section 9.1 of the Agreement;
- 4.4 "Recovery implementation" means activities relating to the protection of critical habitats, stewardship and voluntary conservation, which are provided for in section 9.2. of the Agreement, as well as the activities identified in the recovery planning documents (education and communication, knowledge acquisition, threat reduction, introduction and reintroduction, monitoring, etc.) and activities for developing common recovery implementation tools.
- 4.5 "Consultations" means the consultation activities, which are provided for in Schedule B of the Agreement;
- 4.6 "Monitoring" refers to the activities provided for in section 12 of the Agreement;

- 4.7 "Joint communications activities" means the activities provided for in Schedule C of the Agreement;
- 4.8 "Authorizations" means the activities provided for in section 10 of the Agreement;
- 4.9 "Enforcement" refers to the activities provided for in section 11 of the Agreement.

## **5. OVERSIGHT**

- 5.1 The AMC is responsible for overseeing the Understanding and reviewing progress in accordance with the terms and conditions set out in the Agreement.
- 5.2 For each year of the term of the Agreement, the AMC shall prepare the joint programming for the current year in accordance with Appendix A of the Understanding, including the titles of the targeted activities, the terms of their implementation (including activity descriptions, deliverables and time frames), the share of contributions made by the Parties to the Understanding and the activity implementation authority.
- 5.3 The joint programming is prepared by July 1 of the current fiscal year.

## **6. FINANCIAL CONDITIONS**

- 6.1 The funds that are committed by each Party and not transferred to the other Party for activities for the protection and recovery of species at risk and their habitats in Quebec as well as the funds that are transferred between the Parties are described in the annual joint programming.
- 6.2 Subject to sections 6.4 and 14.2 of the Understanding, at the end of each fiscal year, one Party shall pay the other Party the total funds identified in the "Funds to be Transferred" column of the annual joint programming upon receipt and acceptance of the deliverables listed in Appendix A of the Understanding and an invoice for the expenditures incurred in carrying out each activity targeted in the annual joint programming.
- 6.3 Notwithstanding the date on which the AMC approves the annual joint programming for the current fiscal year, expenditures that are incurred as of April 1 of that fiscal year by the Party to whom funds are transferred under the Understanding and that were, prior to being incurred, either authorized by the AMC or approved in writing by the Party transferring the funds, are included in the transferred funds calculation for the current fiscal year.
- 6.4 The expenditures shall be incurred by March 31 of a given fiscal year. These expenditures may be paid at a later date if the claim is submitted by June 30 of the subsequent fiscal year. However, evidence that the eligible expenditures were incurred by March 31 of a given fiscal year shall be provided to the Party transferring the funds by April 10 of the following fiscal year.
- 6.5 Expenditures that are not authorized by the AMC in the annual programming are eligible only if prior written approval is received from the Party transferring the funds.
- 6.6 Transfers of funds from one Party to the other pursuant to the Understanding are subject to an annual appropriation from the Parliament of Canada or National Assembly of Québec, as the case may be, for the fiscal year during which the payment is to be made. The Party transferring the funds may cancel or reduce the funding if the Parliament of Canada or National Assembly of Québec lowers the funding levels, as applicable.
- 6.7 All invoices shall be sent to:
- For xxx (Environment Canada, DFO or Parks Canada):
- For the xxx (MRNF, MDDEP or MAPAQ):

- 6.8 The Party to whom the funds are transferred undertakes to manage these funds in compliance with the regulations and standards in force within its government.

## **7. INTELLECTUAL PROPERTY RIGHTS AND LICENCES**

- 7.1 Each Party retains full ownership of the information and documents it produces during the cost-shared activities covered by the Understanding. Each Party grants the other a non-exclusive licence to use these documents and information, authorizing it to use, reproduce, modify and translate them and to improve them for its own internal use without any obligation other than mentioning the information source or the intellectual property rights holder.

## **8. GOODS**

- 8.1 The Party that uses funds transferred by the other Party under the Understanding to purchase equipment and materiel is solely responsible for the loans, rentals and any other contractual obligations it undertakes.
- 8.2 Upon expiry of the Understanding, any equipment or materiel that a Party has purchased with funds that the other Party has transferred under the Understanding remains the property of the Party to whom the funds were transferred, unless otherwise agreed to in writing.

## **9. AUDIT**

- 9.1 Each Party may obtain from the other information and documents on the expenditures incurred to carry out the activities for which the funds transfer was performed in order to verify that the funds transferred have been allocated to these activities.

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## **10. EVALUATION**

- 10.1 In accordance with the policies and processes established by the Government of Canada or the Government of Quebec, as the case may be, the Parties may review and evaluate activities for which funds are transferred under the Understanding and that are:
- a) activities listed in the annual joint programming;
  - b) any other activity that is either authorized by the AMC or approved in writing by the Party transferring the funds.

The Parties may publish the results of these evaluations.

## **11. DISCLAIMER**

- 11.1 Each Party waives any claims or legal action that it could have against either the other Party or its employees or agents for any damages whatsoever arising directly or indirectly from:
- a) the implementation of the activities listed in the annual joint programming;
  - b) any act or omission by the other Party or its employees, officers, agents or contractors that are in any way involved in the implementation of the activities listed in the annual joint programming.

## **12. DISPUTE RESOLUTION**

- 12.1 Any conflict between the Parties concerning the interpretation or application of the Understanding shall be submitted to the dispute resolution process set out in

section 13 of the Agreement.

### **13. TERM OF UNDERSTANDING**

- 13.1 The Understanding is effective for a term beginning on the date of the last signature and ending on the **date**, unless one of the Parties terminates it in writing, in accordance with section 15 of the Understanding.

### **14. AMENDMENTS TO UNDERSTANDING**

- 14.1 The Parties may agree by mutual written consent to any amendments to the Understanding, including those listed in section 14.2.
- 14.2 The annual joint programming may, during the course of the year, be subject to: 1) adjustments in the allocation of funds and the choice of activities; and 2) additions of activities.
- 14.3 To be valid, any amendment to Appendix A of the Understanding shall be agreed to in writing by all the Parties.

### **15. TERMINATION OF UNDERSTANDING**

- 15.1 Either Party may terminate the Understanding by giving the other 60 days' written notice. In these instances, activities underway that have been either previously authorized by the AMC or approved in writing by the Party transferring the funds shall continue to be funded until the expiry of this period, unless the Parties agree otherwise in writing.

### **16. APPLICABLE LAWS**

- 16.1 The Understanding shall be interpreted and governed in accordance with the applicable laws.

### **17. NOTICE**

- 17.1 Any notice, information or document provided for under this Understanding shall be deemed effectively given if sent by letter, with postage or other fees paid. Any notice mailed shall be deemed to have been received eight calendar days after being mailed, except during interruption of postal service.

Notices or communications for XXX (Environment Canada, DFO or Parks Canada) shall be sent to:

(Address for Environment Canada, DFO or Parks Canada)

Notices or communications for XXX (the MRNF, the MDDEP or MAPAQ) shall be sent to:

(Address for the MRNF, the MDDEP or MAPAQ)

### **18. ENTIRE AGREEMENT**

- 18.1 This Understanding, including schedules, and any amendments thereto constitute the entire agreement between the Parties. It replaces any other similar agreements or understandings made between the Parties at a date prior to the one herein.

### **19. SURVIVAL**

19.1 Obligations that must, by necessary implication, survive the expiry or termination of the Understanding shall remain in force despite this expiry or termination until the Parties have mutually agreed in writing to discharge these obligations. Without limiting the generality of the foregoing, the Parties expressly agree that sections 7 and 12 of the Understanding shall survive the expiry or termination of the Understanding.

**20. SEVERABILITY**

20.1. In the event that a provision of the Understanding is deemed invalid or unenforceable, the other provisions of the Understanding shall remain valid and enforceable.

**21. NO AGENCY OR PARTNERSHIP RELATIONSHIP**

21.1 Nothing in this Understanding shall be construed as creating an agency relationship, a partnership or a joint venture relationship between the Parties.

**22. SIGNATURES**

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have signed.

**FOR THE GOVERNMENT OF CANADA:**

Director General, Canadian Wildlife Service, Environment Canada

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Signature	Date
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or

Regional Director General, Quebec Region, DFO

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Signature	Date
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or

Executive Director for Quebec, Parks Canada

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Signature	Date
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**FOR THE GOVERNMENT OF QUEBEC:**

Associate Deputy Minister, Faune Québec

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Signature	Date
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or

Assistant Deputy Minister of Sustainable Development

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Signature

Date

or

Assistant Deputy Minister of Commercial Fisheries and Aquaculture

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Signature

Date

and

Associate Secretary General, Secrétariat aux affaires intergouvernementales  
canadiennes

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Signature

Date

