

# MEMORANDUM OF UNDERSTANDING

Between:

The department of Environment and Conservation , Wildlife Division

*(hereafter referred to as Wildlife)*

And

The Department of Natural Resources, Forestry Services Branch, Centre for Forest Science and Innovation

*(hereafter referred to as Forestry)*

## 1. Objective

This Memorandum of Understanding (MOU) is to enable collaborative activities between Wildlife and Forestry. The parties hereby agree to use their best efforts to establish an effective working relationship between Wildlife and Forestry programs and projects to, through adaptive management, assess the potential impacts of forestry activities on caribou.

## 2. Background

Wildlife and Forestry have several commonly held goals and objectives that contribute to the attainment of this objective.

Wildlife is responsible for protecting and conserving the province's biodiversity and managing its wildlife and inland fish resources for the benefit of present and future generations. The Division fulfills this mandate, in part, through its responsibilities related to Habitat, Game and Fur Management.

The Forestry Services Branch of Forestry is responsible for the sustainable management of the forest resources of the Province and the regulation of the forest industry.

## 3. Collaborative Activities

The extent and duration of forestry activities and their impacts on caribou distribution and health is unknown. In a collaborative effort, Wildlife and Forestry will work together through an adaptive management process that will be designed to better understand the interactions of forestry activities on caribou population dynamics. Information gathered from this research program will be used to further improve our understanding of forest-caribou interactions, and to identify and implement effective mitigation measures to offset potential negative impacts that forest activities may have on caribou populations. The goals of these activities are:

- Better understand the effects of forestry activities on caribou population dynamics
- Identify effective mitigation measures to offset potential negative impacts that forestry activities may have on caribou populations.

Both parties agree to work in consultation with one another in order to delineate the specific experimental treatment and control sites. The assignment of control and treatment sites is to be carried out according to scientific rigor, specifically sites will be chosen using paired experimental and control sites. Final

research design will be outlined in a proposal that is to be accepted by both parties. This assignment will be completed by December 1, 2011.

#### **4. Acknowledgement of Collaboration**

Each Party agrees to acknowledge each other through appropriate recognition for their collaboration as defined in this MOU.

Any communications products or marketing collateral developed for this purpose must be agreed upon by the Director of Wildlife and Forestry. It is further agreed that the recognition must be proportional to the relative contribution of each Party.

#### **5. Independent Activities**

This MOU does not limit the Parties' autonomy of their respective operations, including the liberty of entering into other collaborative arrangements with other parties.

#### **6. Exchange of Data and Intellectual Property**

The Parties shall endeavor to exchange data and intellectual property as appropriate in accordance with the normal protocols of Wildlife and Forestry, in respect of the activities supported, in order to fulfill the objectives of this MOU. Specific agreements concerning exchange of data and intellectual property rights will be entered into by the Parties at the initiation of any joint activities which might involve the exchange of data and intellectual property rights.

#### **7. Financial Considerations**

It is understood by both Parties that there is no financial obligation to either party as a result of entering into this MOU. The issue of the commitment of funds or other resources will be addressed as part of any future specific project(s), which may be undertaken by the Parties.

#### **8. Employees**

It is understood by the Parties that either of them may, from time to time, have employees of the other Party visiting or working upon its premises. In such cases, it is understood that such employees will remain employees of their usual employer which will remain responsible for paying those employees' salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required at law. Subject to the other Party's duties as the occupier of premises, it is further understood that each Party will be responsible for the health and safety of its employees.

#### **9. Term**

Representatives from Wildlife and Forestry will meet annually to discuss any amendments to this MOU, and any areas of cooperation for the next year, to ensure mutual understanding of operations and to gain insight into work being planned. One representative from Wildlife and Forestry will act as the contact person for this MOU. These representatives will be assigned annually.

This MOU will continue until terminated on the consent of both Parties or on reasonable notice by one Party to the other.

#### 10. Legal Disclaimer

This Memorandum of Understanding does not create any legally binding obligation between the Parties, but represents their desire to cooperate, collaborate and exchange information and knowledge for the common good.

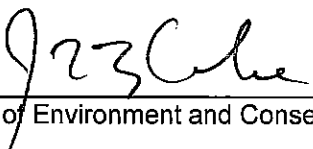
The Parties acknowledge that this MOU does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between Wildlife Forestry and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

#### 11. Authority

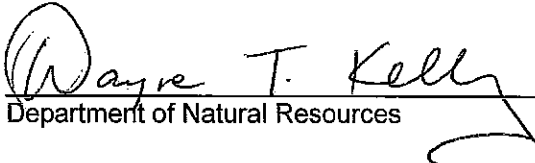
The individuals signing this agreement represent and warrant that they have the capacity and the authority to enter into this MOU on behalf of the Parties.

This MOU becomes effective on the date of the last signature.

In Witness thereof the Wildlife Division executed this Memorandum of Understanding at Carrer Brook, Canada, this 28 day of Nov., 2011.

  
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Department of Environment and Conservation

In Witness thereof the Centre for Forest Science and Innovation executed this Memorandum of Understanding at Carrer Brook, this 24 day of November, 2011

  
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Department of Natural Resources