

**AGREEMENT FOR THE
CONSERVATION OF THE WOODLAND CARIBOU, SOUTHERN MOUNTAIN POPULATION
BETWEEN GOVERNMENTS OF CANADA AND MCLEOD LAKE INDIAN BAND**

This Agreement for the conservation of the Woodland Caribou, Southern Mountain population is made in duplicate as of July 25, 2025, pursuant to section 11 of the *Species at Risk Act*, S.C. 2002, c. 29.

BETWEEN

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

AND

MCLEOD LAKE INDIAN BAND,
as represented by Chief and Council
(“**MLIB**”)

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

July 25, 2025

PREAMBLE

WHEREAS the Woodland Caribou (*Rangifer tarandus caribou*), Southern Mountain population (“**Southern Mountain Caribou**”) is a species that is listed as threatened under the federal *Species at Risk Act*, SC 2002, c 29 (“**SARA**”);

WHEREAS the Parties wish to cooperate in identifying and taking Conservation and Recovery Measures for Southern Mountain Caribou populations that rely on habitat within MLIB Territory, including within the ranges of the Narraway, Pine River, and Hart Ranges local population units to support the recovery and protection of Southern Mountain Caribou, with consideration also given to future Conservation and Recovery Measures within MLIB Territory, including for the Quintette, Wolverine, and Takla local population units;

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

WHEREAS the Parties recognize that British Columbia has legislative responsibility for, among other things, wildlife management, environmental protection and the administration of provincial lands, the conservation and development of natural resources, and is taking recovery measures for caribou within the province of British Columbia;

WHEREAS the Parties acknowledge the recovery and protection of Southern Mountain Caribou habitat are essential to the conservation of the species;

WHEREAS the Parties acknowledge the essential role of Indigenous Peoples, such as MLIB, in the conservation of wildlife;

WHEREAS the Parties recognize the significant role that Southern Mountain Caribou play in the practice of MLIB’s Indigenous Rights, culture, and way of life, including the Nation’s stewardship laws, rights and obligations;

WHEREAS the Parties recognize that MLIB’s Indigenous perspectives, Indigenous Knowledge and participation should inform all aspects of this Agreement and the measures set out herein;

WHEREAS section 11 of SARA provides that conservation agreements may be used to benefit a species at risk or enhance its survival in the wild, and provides the competent minister 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;

WHEREAS Canada and British Columbia have executed a separate conservation agreement under section 11 of SARA to provide a province-wide framework for government cooperation on Southern Mountain Caribou recovery and conservation in the province of British Columbia, and which commits its parties to engage with Indigenous Peoples for the conservation and recovery of Southern Mountain Caribou in accordance with each party’s established policies and practices.

WHEREAS Canada has responsibilities to consult Indigenous Peoples regarding any action or decision that may adversely impact their Aboriginal and/or treaty rights;

WHEREAS the Parties agree that the implementation of this Agreement shall be guided by the United Nations Declaration on the Rights on Indigenous Peoples (“**UNDRIP**”) and informed by the Truth and Reconciliation Commission’s Calls to Action and Canada’s Principles respecting the Government of Canada’s relationship with Indigenous peoples;

WHEREAS the Parties intend for this Agreement to provide a framework for Nation-to-Nation cooperation on the recovery and protection of Southern Mountain Caribou and its habitat; and

WHEREAS the Parties may seek to collaborate with other organizations and persons in the recovery and protection of Southern Mountain Caribou. Without limiting the foregoing, such potential collaborators include other Indigenous Peoples, British Columbia, natural resource companies, municipalities, non-governmental organizations, recreational hunters, and other stakeholders, as may be agreed-to by the Parties from time to time.

NOW THEREFORE, the Parties acknowledge and agree to the following:

1. DEFINITIONS

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

“**British Columbia**” means His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Water, Land and Resource Stewardship and other relevant ministers, with responsibilities shared or delegated based on their respective mandates.

“**Conservation and Recovery Measures**” means the coordinated activities to be undertaken by the Parties for the benefit of Southern Mountain Caribou, as set out in Appendix B to this Agreement, and as may otherwise be agreed-to from time to time by the Parties.

“**Key Habitat**” means both the critical habitat as designated in the Recovery Strategy and other important caribou areas identified and agreed-to from time to time by the Parties, taking into account MLIB Indigenous Knowledge, monitoring, and technical data and information.

“**Effective Date**” means the date this Agreement takes effect and is as stated on the first page of this Agreement.

“**Hart Ranges local population unit**” refers to the Hart Ranges local population unit outlined in the Recovery Strategy.

“**Indigenous Caribou Stewardship Plan**” refers to a document to be developed by MLIB, that is consistent with the objectives and description set out in Appendix A and that demonstrates, in a manner that takes account of and reflects MLIB’s Indigenous Knowledge, values, and priorities, how the habitat conditions within a given Local Population Unit’s range could be managed over time and space to ensure that Key Habitat for Southern Mountain Caribou is protected and restored and that Southern Mountain Caribou populations can support the exercise of MLIB Rights and MLIB cultural practices. The Indigenous Caribou Stewardship Plan will be used to inform discussions amongst the Working Group members, and may be used by the Parties to inform engagement with British Columbia respecting the conservation of Southern Mountain Caribou.

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

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

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

“MLIB Rights” means the established or asserted Aboriginal or Treaty rights and interests that MLIB holds to and within MLIB Territory.

“MLIB Territory” means MLIB’s traditional territory as depicted in Schedule “A” to the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement.

“Narraway local population unit” refers to the Narraway local population unit outlined in the Recovery Strategy.

“Pine River local population unit” refers to the Pine River local population unit outlined in the Recovery Strategy.

“Quintette local population unit” refers to the Quintette local population unit outlined in the Recovery Strategy.

“Recovery Strategy” means the federal “Recovery Strategy for the Woodland Caribou (*Rangifer tarandus caribou*), Southern Mountain population, in Canada” published in 2014 under the *Species at Risk Act*, and includes any amendments or updates to the Recovery Strategy.

“Takla local population unit” refers to the Takla local population unit outlined in the Recovery Strategy.

“Wolverine local population unit” refers to the Wolverine local population unit outlined in the Recovery Strategy.

2. PURPOSE

2.1. This Agreement sets out the Conservation and Recovery Measures that the Parties have agreed to take in order to support the achievement of self-sustaining populations that are large enough to support traditional Indigenous harvesting activities and the exercise of MLIB Rights. These measures include an ecosystems-based approach to restoration to enable an increasing trend for Key Habitat, consistent with the population and distribution objectives in the Recovery Strategy, including but not limited to within the ranges of the Narraway, Pine River, and Hart Ranges local population units (the **“MLIB/Canada Shared Recovery Objective”**).

2.2. This Agreement also provides a mechanism for the Parties to collaborate to address conservation challenges and technical, governance, or administrative issues with respect to Southern Mountain Caribou recovery and protection, including where agreed-to by the Parties with British Columbia and organizations and persons that have a direct interest in

the recovery and protection of Southern Mountain Caribou but that are not Parties to this Agreement.

3. PRINCIPLES

- 3.1. Collaboration: The Parties will actively and collaboratively work together to achieve a common understanding of the measures needed for Southern Mountain Caribou recovery and protection and will cooperate in the development and implementation of Conservation and Recovery Measures in a manner that prioritizes caribou recovery, integrates socio-economic considerations, minimizes duplication, maximizes efficiency, respects jurisdictional roles and responsibilities, and recognizes and supports the exercise of MLIB Rights.
- 3.2. Reconciliation: The Parties agree that the implementation of this Agreement shall be guided by UNDRIP and informed by the Truth and Reconciliation Commission's Calls to Action and Canada's Principles respecting the Government of Canada's relationship with Indigenous peoples.
- 3.3. Use of best available information: The Parties shall obtain, exchange, and use the best available scientific information and MLIB Indigenous Knowledge to develop and implement the Conservation and Recovery Measures set out in Appendix B, including but not limited to information derived from plans prepared by other governments where available and deemed appropriate by the Parties, and the Recovery Strategy.
- 3.4. Precautionary principle: The Parties agree that the implementation of this Agreement will be guided by the precautionary principle; that is, where there are threats to Southern Mountain Caribou and/or their habitat, the Parties will not be precluded from moving forward with the Conservation and Recovery Measures due to only a lack of scientific certainty, scientific information, and/or Indigenous Knowledge.
- 3.5. Adaptive management: As recovery of threatened species is an emerging discipline, the Parties acknowledge the necessity of comparative tests and monitoring the effects of Conservation and Recovery Measures and other actions, and adjusting approaches as necessary to improve recovery and protection of Southern Mountain Caribou. The Parties shall make best efforts to amend the Conservation and Recovery Measures in accordance with this Agreement where warranted, including by adaptive management or as a result of further and better scientific information and MLIB Indigenous Knowledge.
- 3.6. Transparency: The Parties will share with each other information related to the Conservation and Recovery Measures, including their performance, in accordance with Section 8 of this Agreement.
- 3.7. Engagement: The Parties shall seek opportunities to engage with partners and stakeholders as collaborators in Southern Mountain Caribou recovery and protection, including implementation of Conservation and Recovery Measures, and collaboratively engage with such collaborators where agreed-to by the Parties.
- 3.8. Capacity building: The Parties acknowledge that long-term success of their commitments under this Agreement will be enhanced through the building of capacity within MLIB, including the intergenerational transfer of knowledge, values, and capacity. ECCC will

seek all available opportunities to build MLIB's capacity to carry out Conservation and Recovery Measures for Southern Mountain Caribou, and closely work with MLIB in accessing such opportunities.

- 3.9. Indigenous leadership in caribou conservation: The Parties acknowledge the important role MLIB plays in conserving caribou populations and agree to explore ways to enhance the role of MLIB in caribou conservation, in accordance with relevant legislative responsibilities and jurisdiction and the declaration, calls and principles recognized in Section 3.2.

4. INTERPRETATION

- 4.1. The Preamble hereof and any Appendices hereto form an integral part of this Agreement.
- 4.2. This Agreement does not alter the powers and duties established by SARA or any other federal legislation.
- 4.3. This Agreement itself does not constitute protection within the meaning of sections 58 or 61 of SARA but plays an important role in setting out the measures needed for recovery. This Agreement and its implementation will, as relevant, inform the exercise of Canada's responsibilities for species at risk, including but not limited to its responsibilities under SARA. Nothing in this Agreement prevents or precludes a Party from seeking, or the Governor in Council from making, an order pursuant to s. 34, 61, or 80 of SARA.
- 4.4. The Parties do not relinquish or acquire any jurisdiction, right, power, privilege, prerogative, or immunity, by virtue of this Agreement. For greater clarity, nothing in this Agreement is intended to alter or limit any policy, discretion, or jurisdiction of any non-Party.
- 4.5. Nothing in this Agreement will limit MLIB from pursuing any ongoing or future action against Canada for the protection of Southern Mountain Caribou under SARA.
- 4.6. This Agreement is without prejudice to MLIB's Rights and nothing in this Agreement will limit MLIB's ability to pursue any action against Canada and/or British Columbia in respect of an alleged breach of those MLIB Rights, or the Crown's duty to consult and accommodate in respect of MLIB's Indigenous Rights.
- 4.7. Nothing in this Agreement is intended or will be construed to reduce or limit any obligation the Government of Canada has to consult, accommodate, mitigate or compensate for any impacts to or infringement of any of the Indigenous Rights of MLIB or any other Indigenous Peoples.
- 4.8. Nothing in this agreement is intended to create, amend, define, affirm, recognize, deny, abrogate, or derogate from, any Aboriginal or Treaty rights, claims, or interests of MLIB.
- 4.9. This agreement does not limit the positions that either Party may take in any legal or administrative proceedings or in any discussions, negotiations, or other forum, or constitute any admission of fact or liability.

- 4.10. Nothing in this Agreement is intended to limit, alter, supersede, or put the Parties into non-compliance with any obligations that any Party may have with any other person under any other agreement, protocol, or memorandum of understanding, including any agreements between British Columbia and the Government of Canada.
- 4.11. Nothing in this Agreement imposes any binding obligations on any potential collaborators, nor shall any collaboration by any non-Party on any initiative under this Agreement constitute any obligation or intention to be bound by the terms of this Agreement.
- 4.12. The Parties may enter into other agreements relating to the subject matter of this Agreement.
- 4.13. Each of the Parties represents and warrants that the undersigned have the authority to enter into this Agreement on behalf of their respective Party.

5. RECOVERY MEASURES FOR SOUTHERN MOUNTAIN CARIBOU

5.1. The Parties acknowledge that:

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

5.2. The Parties agree to pursue the MLIB/Canada Shared Recovery Objective, as defined in this Agreement, consistent with the objectives for Southern Mountain Caribou set out in the Recovery Strategy. The Parties will each engage with other collaborators, including pursuant to existing agreements with such collaborators, and through invitations to participate in the discussions and activities carried out pursuant to this Agreement (where agreed-to in advance by both Parties), to seek their support in advancing the Conservation and Recovery Measures.

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

5.4. The Parties recognize that, for the MLIB/Canada Shared Recovery Objective to be achieved, activities must extend beyond the life of this Agreement, and that other Conservation and Recovery Measures being taken, including by British Columbia and

other First Nations, may be relevant to the Parties' joint determinations as to whether and the extent to which the MLIB/Canada Shared Recovery Objective is being achieved.

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

6. GOVERNANCE

- 6.1. The Parties agree to establish and implement a MLIB-ECCC Southern Mountain Caribou Working Group ("**Working Group**") in accordance with the Terms of Reference enclosed in Appendix A to this Agreement, as may be amended from time to time in accordance with such Terms of Reference.

7. MONITORING AND REPORTING

- 7.1. The Parties agree to regularly convene, at least monthly, by way of the Working Group, to review, discuss and ensure advancement of the implementation of Conservation and Recovery Measures.
- 7.2. The senior representatives of the Parties shall meet on an annual basis to discuss, among other things:
- a) Progress toward the Parties' commitments under this Agreement;
 - b) Progress toward jointly agreeing on and achieving milestones in relation to Conservation and Recovery Measures;
 - c) The effectiveness of Conservation and Recovery Measures with respect to achieving the MLIB/Canada Shared Recovery Objective;
 - d) Research findings related to the implementation of this Agreement;
 - e) Unforeseen circumstances or stochastic events (e.g., fire, wildlife disease, forest health issues) that might impact the implementation of Conservation and Recovery Measures or the achievement of the MLIB/Canada Shared Recovery Objective;
 - f) Additional commitments or modifications as may be required to increase the likelihood of achieving the MLIB/Canada Shared Recovery Objective described in this Agreement and/or otherwise expedite the recovery and protection of Southern Mountain Caribou;
 - g) Workplans and budgets for the forthcoming year (including budgets for Working Group participation, technical studies, and other activities required to ensure continued progress on achieving jointly agreed milestones in relation to Conservation and Recovery Measures and the MLIB/Canada Shared Recovery Objective, including for additional commitments or modifications that are identified pursuant to subsection f) above);

- h) Any reporting that one or both of the Parties may need and means to complete such reporting (including through applicable information sharing); and
- i) Future renewals of the Agreement.

8. INFORMATION SHARING

- 8.1. With the exception of Indigenous Knowledge, each Party shall, subject to any applicable data sharing arrangements, confidentiality agreements, and legislative provisions, provide the other Party with access at no charge to all available data and information relevant to this Agreement and its performance, including, without limitation, information on the status, conservation, and recovery of Southern Mountain Caribou, including habitat protection, restoration and other Conservation and Recovery Measures.
- 8.2. The Parties acknowledge and agree that some data and information applicable to the activities and objectives agreed-to under this Agreement may be confidential. Where a Party identifies information as being confidential, the other Party shall, subject to any applicable laws, including legislative provisions related to access to information, hold and treat that information as confidential, and may be required to enter into a confidentiality agreement or undertaking.
- 8.3. The Parties acknowledge and agree that any Indigenous Knowledge or traditional use information of MLIB collected pursuant to this Agreement or provided under this Agreement remains the exclusive property of MLIB and is confidential information of MLIB, unless otherwise indicated in writing by MLIB. This Agreement does not vest in Canada any property in Indigenous Knowledge or traditional use information collected pursuant to this Agreement or provided under this Agreement. MLIB retains the right to either withhold its Indigenous Knowledge or traditional use information or require ECCC to enter into a confidentiality agreement or license agreement prior to accessing or using the Indigenous Knowledge or traditional use information.

9. FINANCIAL ARRANGEMENTS AND SUPPORT

- 9.1. Acknowledging the significant financial expense required to support Southern Mountain Caribou recovery and protection, the Parties shall actively and collaboratively identify financial needs, priorities and funding opportunities to implement Conservation and Recovery Measures identified in this Agreement.
- 9.2. The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities, legal jurisdictions and budgetary constraints.
- 9.3. Canada has entered into a Contribution Agreement with MLIB (GCXE22C182) to support MLIB's meaningful and effective involvement in the Conservation and Recovery Measures. The funding from Canada to MLIB is subject to the Contribution Agreement's terms and conditions.
- 9.4. The terms and conditions by which funding is provided by Canada for this Agreement are set out in separate funding agreements. For greater certainty, Canada shall be

guided by its applicable policies when developing and negotiating any funding agreements.

- 9.5. This Agreement does not create a requirement for any collaborator to provide financial contributions. It is understood that if any collaborator is in a position to provide financial contributions to support implementation of Conservation and Recovery Measures, this will be provided for outside of this Agreement and will be subject to appropriations, priorities, and budgetary constraints of the collaborators, if any.

10. TERM, TERMINATION, RENEWAL, AND AMENDMENT

- 10.1. The Agreement shall come in force on the Effective Date and terminate on March 31, 2029, unless otherwise terminated in accordance with this Agreement.
- 10.2. Any Party may terminate this Agreement for convenience, with cause, or both, by giving 30 days written notice of termination to the other Party, provided the dispute resolution process identified in Section 11 of this Agreement is unsuccessful in resolving disputes. In the event the Agreement is terminated, any Contribution Agreement or other relevant agreement(s) entered into by the Parties relating to the subject of this Agreement prior to termination shall continue unaffected.
- 10.3. Any commitment or term of this Agreement may be terminated or amended at any time by mutual agreement of the Parties, pursuant to Sections 10.2 and 10.6, as applicable.
- 10.4. The Parties acknowledge that a failure to perform this Agreement may be grounds for any Party to terminate in accordance with this Section 10. Without limiting the foregoing, the Parties acknowledge that any failure to perform the Conservation and Recovery Measures constitutes a failure permitting termination in accordance with this Section 10.
- 10.5. On written consent by all Parties, before or after termination, this Agreement or any part of it may be renewed, or its term extended, until the MLIB/Canada Shared Recovery Objective is achieved.
- 10.6. This Agreement and any part of it may be amended by written consent of the Parties.

11. DISPUTE RESOLUTION

- 11.1. Subject to the terms of this Agreement, if a disagreement arises concerning the interpretation or implementation of this Agreement (any such disagreement being a “**Dispute**”), the Parties will make good faith efforts to attempt to resolve the Dispute, including by participating in the following dispute resolution processes:
- a) The Working Group will be the first point of resolution.
 - b) If the Working Group is unable to promptly resolve the Dispute, either Party may deliver to the other Party a written summary of the issues in the Dispute along with proposed measures to resolve the Dispute;

- c) Within 30 days of the date of notice of the Dispute, senior representatives of the Parties will meet (in person or by telephone or by other virtual means) and seek to resolve the Dispute;
- d) If the Dispute remains unresolved within such 30 days, the Parties may, under terms mutually agreeable, utilize non-binding dispute resolution processes, including facilitation, mediation, or obtaining independent technical or legal advice; and
- e) If the Dispute remains unresolved after sixty (60) days from the date of notice of the Dispute, or if a non-binding dispute resolution process is utilized, within ten (10) days of the conclusion of such process, the Agreement termination process outlined in Section 10 may be applied by either Party.

12. DESIGNATION FOR IMPLEMENTATION OF THIS AGREEMENT

12.1. For the purposes of this Agreement, the senior representatives from each Party are:

- a) McLeod Lake Indian Band – Chief and Council, and
- b) Canada – the Director of the Pacific Region of the Canadian Wildlife Service, Environment and Climate Change Canada.

12.2. The day-to-day administration and implementation of this Agreement will be carried out on behalf of Canada by officials of the Canadian Wildlife Service, ECCC.

12.3. The day-to-day administration and implementation of this Agreement will be carried out on behalf of MLIB by MLIB staff, or their respective legal counsel or consultants, as relevant.

13. COUNTERPARTS

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

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14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement.

On behalf of His Majesty the King in Right of Canada, as represented by the Director of the Pacific Region of the Canadian Wildlife Service.

[original signed]
Kenneth Brock
A/Director, Pacific Region
Canadian Wildlife Service
Environment and Climate Change Canada

On behalf of McLeod Lake Indian Band

[original signed]
Harley Chingee
Chief of McLeod Lake Indian Band

Appendix A: Terms of Reference for ECCC-MLIB Southern Mountain Caribou Working Group under the *Agreement for the Conservation of the Woodland Caribou, Southern Mountain Population between Governments of Canada and McLeod Lake Indian Band*

PREAMBLE

WHEREAS: Canada and MLIB have entered into an agreement for the conservation of Woodland Caribou, Southern Mountain Population, under section 11 of the *Species at Risk Act* (the “**Agreement**”);

WHEREAS: the Agreement applies to the ranges of local population units of Southern Mountain Caribou that wholly or partially overlap with MLIB Territory (together, the “**Caribou Ranges**”); and

WHEREAS: the Southern Mountain Caribou Working Group (“**Working Group**”) is established pursuant to Section 6.1 of the Agreement to implement the activities agreed-to pursuant to the Agreement.

THEREFORE: These Terms of Reference shall define the mandate, structure, and responsibilities of the Working Group.

1. DEFINITIONS

1.1 The terms in this Terms of Reference have the same meaning as in the Agreement, unless otherwise expressly provided.

2. MANDATE

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

3. WORKING GROUP STRUCTURE AND OPERATIONS

3.1 Each Party will appoint their members by the manner of their own choosing. It is expected that the appointed members will have sufficient technical expertise to provide the necessary information and provide advice to the Working Group on behalf of their organization. Each Party may change their appointed members from time to time on written notice to the other Party; however, before effecting such change, the Party changing its members must ensure that its new members have been provided information about this Agreement and the current status of discussions and work of the Working Group to be able to efficiently fulfill their duties.

3.2 The Working Group is comprised of at least two members from each Party.

3.3 Each Party will appoint one of their Working Group members as a co-chair, and the co-chairs will jointly be responsible for chairing a meeting on a rotating basis, unless the members of the Working Group otherwise agree.

3.4 Working Group members are expected to:

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

3.5 The Working Group will meet once a month and/or at the request of any of the Parties.

3.6 Working Group members may agree to hold meetings virtually or in person. Attendance at in-person meetings must be confirmed in advance.

3.7 Quorum for the Working Group requires at least one member from each Party.

3.8 Meeting materials will be provided by the co-chairs, preferably no less than three business days prior to each meeting.

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

4. WORKING GROUP FUNCTION AND RESPONSIBILITIES

4.1 The Working Group will function as a forum for the collection, documentation, and sharing of information and views between the Parties regarding the implementation of the Agreement and Conservation and Recovery Measures and the broader protection and recovery of the Caribou Ranges and associated local population units. The Parties will consider and use relevant information and views obtained or developed through the Working Group to inform their respective actions and decisions relevant to the MLIB/Canada Shared Recovery Objective, including the exercise of Canada's responsibilities under SARA for Southern Mountain Caribou.

4.2 The Working Group will strive for consensus-based decision-making on decisions relating to advice and recommendations to ECCC and/or the Parties, the content of the annual meeting, and engagement with collaborators.

4.3 At scheduled meetings, the Working Group members will share with each other:

- a) Updates with respect to the implementation of the Agreement including with regards to monitoring and reporting on the commitments in the Agreement;
- b) Updates with respect to the status of the recovery of the Caribou Ranges and associated local population units, and activities, events or issues that may impact the recovery of the Caribou Ranges and associated local population units, including:
 - (i) The progress toward achieving and effectiveness of the Conservation and Recovery Measures, and any changes required to enhance such progress;
 - (ii) The status of range planning activities and initiatives including progress, milestones and timelines, as relevant, by the provincial government and others;
 - (iii) Best management practices adopted by other parties and/or in other jurisdictions and their potential application to the recovery of the Caribou Ranges and the Conservation and Recovery Measures;
 - (iv) How Indigenous Caribou Stewardship Plans are being considered or used in provincial conservation efforts; and
 - (v) Any other updates within the Parties' purview that are relevant to the mandate of the Working Group.

4.4 In receipt of the above information, the Working Group will review, document and share views on the progress on the implementation of the Agreement and the Conservation and Recovery Measures and other decisions, actions or measures relevant to the recovery and protection of Southern Mountain Caribou.

- a) Based on such review, the Working Group shall evaluate the effectiveness of actions carried out to date and propose any additional commitments or modifications to the Agreement and/or Conservation and Recovery Measures, which may be required to increase the likelihood of achieving the MLIB/Canada Shared Recovery Objective or otherwise expedite the recovery and protection of Southern Mountain Caribou.
- b) Under the direction of the Parties, the Working Group shall facilitate communication, coordination and, where relevant, implementation of Conservation and Recovery Measures, consistent with the MLIB/Canada Shared Recovery Objective, including with collaborators that are not Parties to the Agreement.
- c) The Working Group will prepare materials for the annual meeting of the Parties carried out pursuant to Section 7.2 of the Agreement. Subject to its confidentiality obligations under the Agreement, Canada may use such materials to inform reporting requirements under sections 46, 55, 63, and 126(c) of SARA and support Canada's other reporting responsibility and expert advisory roles for species at risk. The Parties, and potential collaborators, may be requested to provide further details regarding the Agreement, Conservation and Recovery Measures, and other Southern Mountain Caribou related activities, to support Canada in meeting these reporting requirements under SARA.

4.5 Unless otherwise agreed to under Section 8 of the Agreement, and subject to the confidentiality obligations under the Agreement, any member of the Working Group may provide communications, summaries, reports or other materials of the Working Group to representatives of the Parties that are not members of the Working Group, and, where agreed-to in advance by all members of the Working Group, to other collaborators with an interest in or responsibilities pertaining to Southern Mountain Caribou. If a member wishes to share information obtained from the Working Group with any representative of the Parties who is a non-member, the member wishing to share the information will take reasonable steps to inform the other Parties if and when they share such materials.

5. GENERAL

5.1 The information sharing provisions under Section 8 of the Agreement apply in relation to the activities conducted by the Working Group under these Terms of Reference.

5.2 The Working Group shall review these Terms of Reference on an annual basis and recommend revisions for the Parties' consideration where necessary.

Appendix B: Conservation and Recovery Measures for Southern Mountain Caribou

The Parties will collaborate on the planning and implementation of conservation and recovery measures for Southern Mountain Caribou, with an immediate short-term focus on the Pine River, Hart Ranges, and Narraway Local Population Units (LPUs). Notwithstanding the above, nothing herein prevents the Parties from collaborating on efforts to conserve and recover other Southern Mountain Caribou LPUs, including the Quintette, Wolverine, and Takla LPUs.

1. Development of Indigenous Caribou Stewardship Plans

- MLIB will undertake, with ECCC's financial support through contribution agreement GCXE22C182 or any future contribution agreement that may be negotiated, and with ECCC's technical support, a scoping exercise to determine elements of range-specific Indigenous Caribou Stewardship Plans and identify information gaps.
- MLIB will develop range-specific Indigenous Caribou Stewardship Plans for the Kennedy Siding, Scott West, and Burnt Pine subpopulations within the Pine River LPU, for the North Hart area of the Hart Ranges LPU, and the Narraway LPU. Such plans may include, as determined by the Working Group, actions to prevent herd extirpation using immediate and aggressive management efforts (e.g., wolf control, primary prey (moose, deer) management); reintroduction of extirpated herds (e.g. Burnt Pine maternity pen); proactive management of forest management and forest health issues; plans for maintenance of currently undisturbed Key Habitat and restoration of disturbed Key Habitat; other measures to achieve a net positive trend for disturbed Key Habitat; and implementation and effectiveness monitoring by Indigenous Guardians.
- MLIB will apply its Indigenous Knowledge and technical expertise to develop Indigenous Caribou Stewardship Plans that reflect its MLIB Rights, interests, and values, while considering existing applicable policies and plans.
- The Indigenous Caribou Stewardship Plans will, to the extent possible, maximize protection for MLIB Rights and cultural values with respect to caribou, while seeking to minimize to the extent possible and appropriate the impact and potential conflict with industry and other land uses.
- MLIB may engage British Columbia and exchange ideas and learnings with neighbouring First Nations in the development of the Indigenous Caribou Stewardship Plans.
- MLIB may use draft and final Indigenous Caribou Stewardship Plans as a communications tool for discussion with the federal and provincial governments and neighbouring First Nations to convey their vision for the relevant Caribou Ranges.

2. Exploration of the full range of opportunities for MLIB to contribute to and benefit from the habitat restoration economy, including, for example, the transfer of knowledge and expertise regarding conventional forest harvesting activities to habitat recovery and restoration activities.

3. Development and implementation of a work plan and program for restoration activities in identified areas, that includes the potential to involve community members and/or Guardians.
4. Development of MLIB's restoration standards for disturbed habitat, based on MLIB's vision.
5. Completion of a feasibility study for the design and operation of a greenhouse and nursery to grow, store, and supply ecologically and culturally appropriate plant materials for restoration.
6. Development of an MLIB standard for calculating caribou habitat offsets, to be communicated as MLIB's expectations with respect to offsetting new disturbances within caribou habitat.
7. Building out MLIB's existing Indigenous Guardians Program for specified areas that includes monitoring of caribou populations and habitat, monitoring of Indigenous and non-Indigenous hunting, and the monitoring of other activities.