

MEMORANDUM OF UNDERSTANDING

(The "MOU")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE
MINISTER OF ENVIRONMENT AND SUSTAINABLE RESOURCE DEVELOPMENT
(Herein called the "Minister")

-And -

ALBERTA CONSERVATION ASSOCIATION
(Herein called the "Association")

WHEREAS the Minister has the responsibility to manage fish and wildlife resources in
the Province of Alberta;

AND WHEREAS the Association is continued as a delegated administrative organization
(DAO), referred to under section 104(1)(b) of the *Wildlife Act* of Alberta;

AND WHEREAS the Minister has delegated to the Association certain powers, duties
and functions, under Schedule 2 of AR 143/97 *Wildlife Regulation*, to address certain
priorities for Fish and Wildlife management in Alberta;

AND WHEREAS the Minister and the Association share a common Vision of long-term
sustainability of Alberta's Fish and Wildlife Resources and their habitats;

AND WHEREAS the Minister and the Association agree that a clear understanding of
the powers, duties and functions delegated to the Association, and of the roles and
responsibilities of the parties, and of the business practices and processes for ongoing
communication, collaboration and program adaptation, are essential to achieving this
Vision;

THEREFORE the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to clarify:

- (i) the powers, duties and functions delegated to the Association;
- (ii) the roles and responsibilities of the parties to ensure proper performance of the powers, duties and functions; and
- (iii) the business practices and ongoing process for communication, collaboration and program adaptation, intended to facilitate the effectiveness, efficiency and relevance of the delegation in achieving desired outcomes.

This MOU outlines specific programs designed to strengthen Alberta's fish and wildlife resources within the framework of the Minister's overall responsibility for fish and wildlife management, and describes the actions that the parties will carry out with respect to those programs.

2. UNDERTAKINGS

- (i) The parties agree that the intent and spirit of the delegation is for a collaborative relationship based on common values and understandings.
- (ii) The parties agree that they will, within their respective organizations, take the steps necessary to ensure that this intent and spirit is realized.
- (iii) The parties agree to an ongoing process of open, balanced and effective communications and ongoing program planning and adaptation through the Joint Programs Committee, defined in Schedule 3.
- (iv) The Minister agrees to annually provide to the Association, Alberta's fish and wildlife management priorities over a three year period, to assist the Association in its operational planning process. This includes specific outcomes and performance metrics.
- (v) The Association agrees to provide to the Minister an annual operating plan addressing agreed to priorities of the Minister.

- (vi) The Association agrees that funds raised through levies imposed by the Association will be used only to support the delegated responsibilities and associated administrative needs.
- (vii) The Minister and the Association will enter into Program Agreements to address the Minister's priorities and expected outcomes.
- (viii) The Minister agrees to make all reasonable efforts to assist the Association with facilities, services, equipment, and information technology as specified within the Shared Services Agreement.
- (ix) The Minister guarantees access to any data within the control of the Ministry which is required to support the Association in addressing the Minister's priorities and expected outcomes.
- (x) Both parties agree to assist each other by sharing resources and services, where possible, and by facilitating assistance from other agencies, organizations and Ministries.
- (xi) The Association may use levy funds to acquire and hold title to land in Alberta that the Association deems desirable for the conservation, maintenance or enhancement of fisheries or wildlife habitat; or for the carrying out of programs that support the delegated responsibilities, ensuring that the use of levy funds is not in conflict with land use framework regional plans.
- (xii) The Association may, at its discretion, be placed on title on lands held by third parties in cases where they have been secured by levy dollars.
- (xiii) The Minister and the Association agree that the management of Crown Lands and land use activities thereon remains with the Minister under the Public Lands Act, and that those responsibilities where designated for management of fish and wildlife habitat on Crown Lands are specified in the Habitat Program Agreement, are delegated to the Association. The Habitat Program Agreement will also set out the specific role of the Association vis-à-vis the appropriate Alberta Environment and Sustainable Resource Development (ESRD) Division responsible for administering those lands.
- (xiv) The Association may award grants from levy dollars to organizations and individuals for work that supports the delegated responsibilities.

- (xv) The Association will submit to the Minister an Annual Report, outlining the Association's performance relative to the performance metrics identified in the Program Agreements.
- (xvi) The Association will identify and report on the allocation and expenditure of levy funds by category of delegated program.
- (xvii) The Association may establish a new levy, or change or eliminate an existing levy, with agreement by the Minister.
- (xviii) The Association shall institute measures to maintain all information and records created in the course of carrying out all DAO powers, duties and functions in accordance with the provisions of Schedule 2, Section 2.1 of the *Wildlife Regulation* and in a way that it can be provided to the Minister.
- (xix) All information and records created or maintained by the Association in the course of carrying out DAO powers, become and remain the property of the Crown. The Association will make such data publicly available, unless requested otherwise by the Minister, prior to data collection.

3. PROGRAMS

The Minister and the Association agree that the following programs are those that will be implemented for the purposes of the Association carrying out its delegated powers, duties and functions. These programs will be confirmed by Program Agreements, detailing specific elements as outlined in Schedule 2 of this MOU (unless otherwise stated, a reference to a "Schedule" is a reference to a schedule in this MOU). Descriptions of these programs are provided below.

a) Program Descriptions

Fisheries Program:

The delegated Fisheries Program comprises a suite of activities that help to inform management decisions around maintaining the diversity and abundance of Alberta's fish populations and the biological communities and habitats that support them. These include the implementation of applied research projects and the development of status reports and implementation of fish species recovery plans. Additional activities are designed to enhance recreational angling opportunities, such as

through the stocking and aeration of certain water bodies and the provision of information on angler demographics, effort and harvest.

Wildlife Program:

The delegated Wildlife Program comprises a suite of activities that help to inform management decisions around maintaining the diversity and abundance of Alberta's wildlife populations and the biological communities and habitats that support them. These include the implementation of specified actions from wildlife management and recovery plans, the development of detailed wildlife status reports, monitoring of specified wildlife species/populations and the facilitation of applied research projects. Additional activities are designed to enhance sustainable harvest opportunities, such as through upland game bird enhancement and stocking activities for sustainable harvest.

Habitat Program:

The delegated Habitat Program comprises a suite of activities that serve to secure, maintain and enhance fish and wildlife habitat on both Crown-owned and private lands,(ensuring that the use of levy funds for these purposes is not in conflict with land use framework regional plans). Additional land management activities are designed to enhance recreational hunting and angling opportunities, including but not limited to the provision of access sites.

Landowner Compensation/Prevention Program:

This comprises three delegated programs. The Waterfowl Crop Damage Prevention Program provides technical assistance to agriculture producers to help prevent depredation losses to crops, caused by waterfowl. The Wildlife Predator Compensation Program provides financial compensation to agricultural producers who have incurred losses to livestock due to predation by wildlife. The Shot Livestock Compensation Program provides financial compensation to agricultural producers who have incurred losses to livestock due to accidental shooting by third parties, during an open hunting season. The purpose of compensation and

prevention programs is to contribute to a more positive attitude among landowners towards wildlife, enhancing the level of support for wildlife programs.

Report a Poacher Program:

The delegated Report a Poacher Program (RAP) engages the public in helping to protect Alberta's fish and wildlife resources, by providing the opportunity to participate in the detection and apprehension of resource-law violators. RAP is a primary means by which illegal activity is detected and investigated and is a fundamental priority within ESRD's and Alberta Justice and Solicitor General's (AJSG) annual program plan. Delivered through a collaborative partnership between the ACA, ESRD and AJSG, this program promotes the positive image of responsible resource users and the importance of regulatory compliance in conserving the diversity and abundance of Alberta's fish and wildlife resources.

Information, Education and Communications Program

The delegated Information, Education and Communications Program comprises a suite of activities required to address the information, education and communication needs emerging from the implementation of delegated programs. This includes informing stakeholders of project outcomes, conservation activities and emerging issues, as well as developing education initiatives and promoting hunting and fishing activities.

b) Roles and Responsibilities

Program Agreements will specify priority activities, roles and responsibilities, expected outcomes and performance metrics with respect to implementation and reporting.

c) Developing, Changing or Discontinuing Program Agreements

The Association shall not establish, change or discontinue Program Agreements as listed in Section 3(a) of this MOU, without agreement by the Minister.

Schedule 4 of this MOU sets out a Protocol for developing, changing or discontinuing a Program Agreement.

4. OPERATIONS

The Minister and the Association have made agreements around operations between the Ministry and the Association. These programs will be confirmed by Operating Agreements detailing specific elements and will be set out in Schedule 3.

Descriptions of these agreements are provided below.

a) Agreement Descriptions

Shared Services Agreement:

This Agreement outlines the processes required to ensure the cooperative sharing of resources such as facilities, services, information technology (hardware, software, server access, etc.) and data.

Joint Programs Committee Agreement:

The Joint Programs Committee Agreement outlines the process for ongoing collaboration, communications and adaptation of delegated programs.

b) Program Elements

Operating Agreements will specify program elements, roles and responsibilities, expected outcomes and performance metrics with respect to operational needs.

c) Developing, Changing or Discontinuing Operating Agreements

The Association shall not establish, change or discontinue an operating agreement, as listed in Section 4(a) of this MOU, without agreement by the Minister. Schedule 4 of this MOU sets out a Protocol for Developing, Changing or Discontinuing an Operating Agreement.

5. BUSINESS PRACTICES AND PROCESS

The parties are bound by the MOU and included schedules, appendices and addendums to the MOU. These documents define program and operating activities, roles and responsibilities, expected outcomes and performance measures to guide the Association in its activities as a DAO and ESRD's activities as they relate to interactions with ACA. Both parties ensure that expected outcomes and performance measures are clearly understood through a process of ongoing collaboration, communication and program adaptation, under the auspices of the Joint Programs Committee (Schedule 3).

In addition, a document clarifying the mandate and role of the Association as a DAO has been developed by ESRD and ACA. This Mandate and Roles Document provides background regarding the establishment of DAOs in general, and the overarching intent of the establishment of the Association. This non-binding document also provides clarification to reflect a common understanding of the roles of, and interactions between, the Association and the Minister (Supplement).

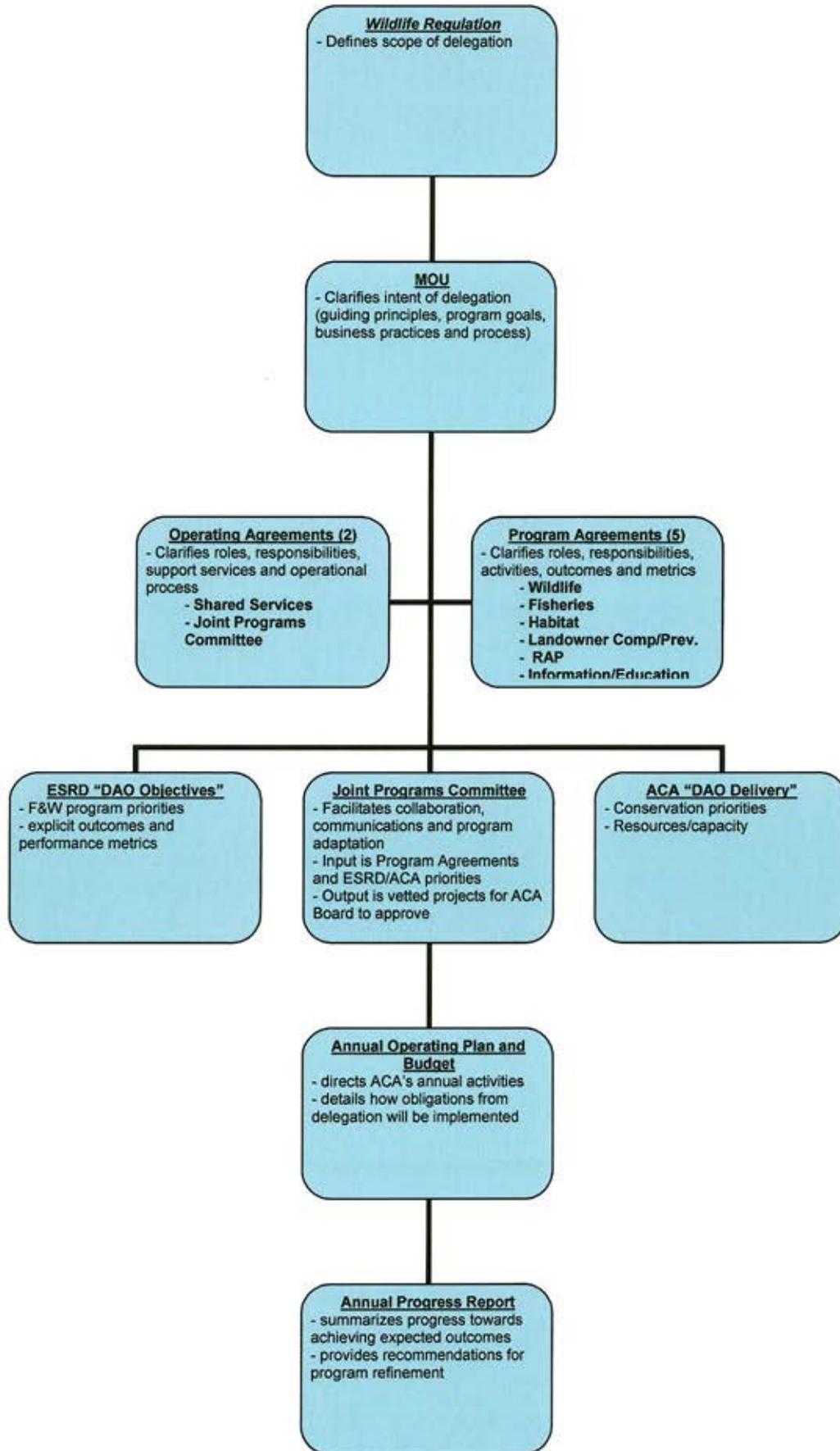
The following diagram and accompanying text outlines the relationship between the Delegation (*Wildlife Regulation*), the MOU and associated Agreements, the Minister's fish and wildlife priorities, the Association's conservation programs and annual operating plan and budget.

Wildlife Regulation, AR 143/97: Establishes the DAO and defines the scope of powers, duties and functions:

1. MOU: Clarifies intent of relationship by providing guiding principles, program goals, overarching roles/responsibilities and by defining the ongoing business practices and process.
2. Operational and Program Agreements: Sets the Minister's expected outcomes and performance measures used to determine success. Program Agreements also clarify the specific roles and responsibilities of the parties with respect to the program outcomes and performance measures.

3. Joint Programs Committee (JPC): “provides oversight” to Program Agreements and the process for ongoing collaboration, communications and adaptation of delegated programs. ESRD and ACA Program priorities are vetted through this annual, iterative process, resulting in an endorsed suite of projects, forwarded to the ACA Board for review and approval. The program priorities will be provided to the JPC by June 15 annually, with the intent of implementation the following fiscal year. This process explicitly defines the Minister’s expected outcomes from delegation, and provides performance metrics to measure success and adapt programs to evolving needs. This group also functions to address internal communications, education and information needs arising from program implementation. ACA agrees to allocate funds for implementation of programs by December 31 of each year.
4. Annual Operating Plan: Directs the Association’s annual business, detailing how obligations from delegation will be implemented. This plan will be annually provided to the Minister, prior to the start of the fiscal year of implementation.
5. Annual Report: Summarizes the Association’s progress toward achieving expected outcomes, including recommendations for program refinement. This report also provides the financial accountability for expenditure of levy funds on a program basis. This report will be annually provided to the Minister, within six (6) months of end of fiscal year.

After approval by the ACA Board, the Annual Operating Plan and budget and the Annual Report will be reviewed and discussed by the JPC, helping to facilitate ongoing program adaptation.



6. RESOLVING DISAGREEMENTS

Should a disagreement arise as a result of the interpretation or implementation of this MOU, a Program Agreement, an Operating Agreement or the Termination Plan; or in the development of a Program Agreement, Operating Agreement or the Termination Plan; the parties mutually agree to a protocol for resolving disagreements as set out in Schedule 5.

7. TERMINATION OF DELEGATION

- (i) The Minister and the Association agree that in the event of termination of the delegation of authority, whether at the Minister's discretion or at the request of the Association the Termination Agreement (Schedule 6) will be followed.
- (ii) In the event that an issue arises that is not covered by the Termination Agreement or there is disagreement with the interpretation of the Termination Agreement a resolution will be negotiated between the Deputy Minister and the Chairman of the Board involving appropriate staff from their organizations. Should a resolution not be reached then the Minister and the Association agree to follow the Protocol for Resolving Disagreements (Schedule 5).
- (iii) If either the Minister or the Association wishes to terminate the delegation of authority a minimum of twelve (12) months written notice must be given to the other party.
- (iv) In the event that the delegation of authority to the Association is terminated, this MOU and the Program Agreements also terminate with the exception of Section 8 and 9, which survive the MOU.

8. RECOGNITION OF RESPONSIBILITY

Each party shall hold harmless the other party, the other party's employees and agents from any and all third party claims, demands, or actions for which it is legally responsible, including those arising out of negligence or willful acts by the responsible party, its employees, agents or volunteers. This Section 8 shall survive the MOU.

9. INSURANCE REQUIREMENTS

- (i) The Association is not protected by the Minister's insurance, and the Association is responsible for obtaining and maintaining its own insurance coverage. The Association further acknowledges that its employees and volunteers are not covered by the Minister's Workers Compensation Board coverage or any other benefit plan of the Minister.
- (ii) The Association shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include employees and volunteers, as additional insureds, and blanket contractual liability.
- (iii) The Association shall provide and maintain Automobile, Aircraft and/or Watercraft Liability for all craft owned, operated or licensed in the name of the Association and for all non-owned craft used in the operations of the Association, in an amount not less than \$5,000,000 per occurrence and including passenger hazard liability where applicable.
- (iv) The Association acknowledges that these are the minimum insurance requirements that have been established by the Minister. No representation or warranty of any kind is made by the Minister as to the completeness or suitability of this insurance and the Association shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements in relation to the programs and services provided by the Association and to cover its obligations under this MOU.

10. AMENDMENTS

This MOU may be amended only by written agreement of the parties.

11. NOTICES

Notices pertaining to the MOU will be provided in writing to:

Deputy Minister, Alberta Environment and Sustainable Resource Development

11th Floor, 9915 -108 Street

Edmonton, Alberta T5K 2G8

And

President and CEO of the Association

101 – 9 Chippewa Road

Sherwood Park, Alberta, T8A 6J7

12. TERM

This MOU is an ongoing agreement subject to periodic review by the parties, with an initial review to occur by April 1, 2016, after which time the review period may be extended to a minimum of every 5 years.

The parties have executed this Memorandum of Understanding effective this 20th day of May 2014, by signature of their respective proper offices duly authorized for such purpose.



Witness

THE MINISTER

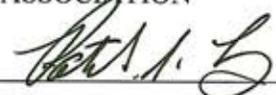
Per: 

Dated this 20th day of MAY 2014 .



Witness

THE ASSOCIATION

Per: 

Dated this 2nd day of MAY, 2014 .

SCHEDULE 1. PROGRAM AGREEMENT TEMPLATE

(NAME AS IN MOU) Program Agreement

Between:

Alberta Environment and Sustainable Resource Development
(ESRD)

-and-

Alberta Conservation Association
(ACA)

This agreement is made pursuant to the *Wildlife Regulation*, AR 143/97 and the Memorandum of Understanding (MOU) between ESRD and ACA dated May 20, 2014.

Program Description

The department of Environment and Sustainable Resources Development (ESRD) has the responsibility to manage all aspects of Alberta's fisheries and wildlife resources on behalf of the Government of Alberta. In carrying out this responsibility, ESRD requires both internal and external resources to support management decisions and programs. The Alberta Conservation Association (ACA), as a delegated administrative organization (DAO) established under the Alberta *Wildlife Act* and *Wildlife Regulation*, undertakes projects and programs to address ESRD priorities with respect to fish and wildlife resources.

This (NAME AS IN MOU) Program Agreement defines the scope of services delegated to the ACA, the roles and responsibilities of the parties, the expected outcomes from this effort and other obligations related to operation conditions and performance measures.

The delegated (NAME AS IN MOU) Program comprises a suite of activities that help to support ESRD priorities related to...(ACTIVITIES DESCRIPTION HERE).

ESRD values an adaptive process in managing Alberta's fish and wildlife resources. To ensure the delegated (NAME AS IN MOU) program continues to provide mutually beneficial outcomes to both parties, this Program Agreement will be managed under the auspices of the ESRD/ACA Joint Programs Committee (JPC). Through this committee, ongoing evaluation and adaptation will occur through a collaborative process, as defined in Schedule 3 of the MOU.

Outcomes

The following outcomes are expected by ESRD through the implementation of the delegated (NAME AS IN MOU) Program. These outcomes play a vital role in supporting adaptive management of Alberta's fish and wildlife resource and offer metrics to help ensure ongoing program success.

(Identify the intended outcomes from the activities identified under the Program Agreement...Bullets)

Specific Program Activities

The following defines the specific roles and responsibilities of each party in carrying out activities under this Program Agreement. Strategic planning will occur through a collaborative process as defined by the terms of reference for the newly formed JPC (Schedule 3 of the MOU). Refer to Schedule 7 of the MOU for more generic roles/responsibilities for the overall relationship.

(Identify the categories of activities comprising the Program Agreement and define the roles and responsibilities for both organizations.)

1. (TITLE OF ACTIVITY AND BRIEF DESCRIPTIVE SENTENCE)

ESRD

- Roles and Responsibilities related to this activity...Bullets
- Etc...

ACA

- Roles and Responsibilities related to this activity...Bullets
- Etc...

2. Etc...

3.

(NAME IN MOU) Program Performance Measures

ESRD requires an annual report from the ACA at the conclusion of each fiscal year. This report will be in the form of the ACA Annual Report, and will contain a synopsis of the (NAME IN MOU) implementation, including recommendations for improvement, and will be reviewed by the Joint Programs Committee to help guide project selection and implementation for the following years.

The following performance measures will be used to track the success of this program:

- Metrics aligned with expected outcomes...Bullets

Program Term

This Agreement shall commence upon the date of signature and remain in effect until May 20, 2016.

This Agreement is subject to annual review and may be amended from time to time as outlined in the MOU signed May 20, 2014 between ACA and ESRD.

Specific Program Conditions

(Identify any understandings specific to the Program that are not captured in the General Program Conditions, Specific Program Activities or the MOU.)

SCHEDULE 2. PROGRAM AGREEMENTS FOR PROGRAMS LISTED UNDER SECTION 3(A) OF THIS MOU

Insert Program Agreements (6) for:

- Fisheries Program
- Wildlife Program
- Habitat Program
- Landowner Compensation/Prevention Program
- Report a Poacher Program
- Information, Education and Communications Program

SCHEDULE 3. OPERATING AGREEMENTS LISTED UNDER SECTION 4(A) OF THIS MOU

Insert Operating Agreements (2) for:

- Shared Services
- Joint Programs Committee

SCHEDULE 4. PROTOCOL FOR DEVELOPING, CHANGING OR DISCONTINUING PROGRAM AND OPERATING AGREEMENTS

- (i) New programs can be established using the following processes:
 - New program opportunities will be developed by the Joint Programs Committee.
 - This committee will develop the rationale for establishing a new program and draft a proposed Agreement.
 - When the Agreement is endorsed by the responsible Assistant Deputy Minister of the Ministry and the President and CEO of the Association, it will be presented to the Deputy Minister of Environment and Sustainable Resource Development and the Chair of the Board of Directors of the Association for acceptance.
 - When the Agreement is accepted, the MOU will be deemed to be amended by adding the Agreement to Schedule 2 or Schedule 3.
- (ii) Programs can be changed or discontinued using the following process:
 - Notice of the proposed change or discontinuance will be provided in writing by either party to the Joint Programs Committee at least 60 days prior to the proposed date of the change or discontinuance.
 - The responsible Assistant Deputy Minister of the Ministry and the President and CEO of the Association will make a recommendation to the Deputy Minister of Environment and Sustainable Resource Development and the Chair of the Board of Directors of the Association.
 - When the recommendation is accepted, the MOU will be deemed to be amended by changing the Agreement or deleting the Agreement, as the case may be, from Schedule 2 or Schedule 3; and striking the relevant reference from Section 3(a) or Section 4(a) Descriptions.

SCHEDULE 5. PROTOCOL FOR RESOLVING DISAGREEMENTS

Should a disagreement arise as a result of the interpretation or implementation of this MOU, a Program Agreement, a Shared Services Agreement or Termination Plan; or in the development of a Program Agreement, Shared Services Agreement or Termination Plan; the parties mutually agree to the following process:

- (i) The issue in dispute will be addressed by the appropriate Program Director for Environment and Sustainable Resource Development and the appropriate Program Manager of the Association.
- (ii) At the initiation of a dispute, provided by either party in writing, the Association agrees to continue to deliver all aspects of a disputed Program Agreement or shared services agreement as identified in the MOU for a period of six months.
- (iii) If the responsible Program Director for Environment and Sustainable Resource Development and the Program Manager for the Association are unable to arrive at a mutually acceptable resolution, then the issue in dispute will be clarified in writing and passed to the responsible Assistant Deputy Minister for Environment and Sustainable Resource Development and the President and CEO for the Association for resolution.
- (iv) If the responsible Assistant Deputy Minister for Environment and Sustainable Resource Development and the President and CEO for the Association are unable to arrive at a mutually acceptable resolution, then the issue in dispute will be clarified in writing and passed to the Deputy Minister of Environment and Sustainable Resource Development and the Chair of the Board of Directors of the Association.
- (v) The Deputy Minister of Environment and Sustainable Resource Development and the Chair of the Board of Directors of the Association shall meet, along with any staff of either organization that either party feels are appropriate.
- (vi) If the Deputy Minister and the Chairman of the Board of Directors for the Association are unable to arrive at a mutually acceptable resolution, then the matter is referred to a third party mediator.
- (vii) If no mediated resolution is found, the Minister of Environment and Sustainable Resource Development will evaluate the dispute in a public facing document, and select one of the following options for resolution:
 1. Binding arbitration (arbitrator appointed by the Minister). The decision and reasons for the decision being made public by both parties;
 2. Ministerial decision without further recourse based on briefings by the Deputy Minister and the Chair of the Association to the Minister. The decision and reasons for the decision being made public by both parties.

SCHEDULE 6. TERMINATION AGREEMENT

If the Minister or the Association provide twelve (12) months notice of termination of the delegation of authority then one of two scenarios will occur: 1) the Association will remain a going concern after the 12 month notification period and will continue to operate as a not-for-profit conservation organization, or 2) the Association will not remain a going concern and will cease to operate at the end of the 12 month notification period.

Scenario 1: The Association remains a going concern after termination of the delegation of authority:

- (i) During the 12 month notice period (12 months from the date of termination notification) the Association will continue to receive levy revenue, in accordance with then existing agreements, to aid in ongoing and wind-down activities.
- (ii) All current and long term assets acquired by the Association upon termination (12 months after termination notice), including but not limited to all titled land, all buildings, all vehicles, all equipment, all bank accounts, accounts receivable, prepaid accounts and deposits and all investments, will remain assets of the Association for the exclusive use of the Association to continue on future operations as a not-for profit conservation organization.
- (iii) All current and long term liabilities acquired by the Association at the time of termination (12 months after termination notice), including but not limited to accounts payable, insurance claims, banks loans, staff salary and vacation accruals will remain the liability of the Association.
- (iv) During the 12 months notice period the Association will move all offices from existing Government of Alberta offices, unless otherwise authorized in writing by the Minister.
- (v) The Minister will ensure the Association is allowed to terminate all office lease agreements with the Government of Alberta, without penalty.
- (vi) During the 12 month notification period the Association and the Minister will identify all shared services such as internet connections, database access/data sharing, etc. and will renegotiate access to these services and/or databases with the understanding that the Association will be treated by the Minister as any other not-for-profit conservation organization would be.
- (vii) During the 12 month notification period the Association will endeavor to complete as many projects as possible, and on request, assist the Minister's representatives in assuming ongoing projects. After the termination date the Association will cease to work on all projects related to the delegation of

authority. The Association will provide a summary report to the Minister for all projects being worked on at the time of termination.

- (viii) Upon termination, the Association will no longer be responsible for any management or maintenance on Crown lands and all management plans agreed to by the Association and the Minister will be null and void.
- (ix) The Association will provide the Minister with a summary report outlining all Crown lands that the Association had been responsible for managing along with an indication of current and future management and maintenance needs.
- (x) During the 12 month notification period the Association will remove all signage indicating that the Association is responsible for management on Crown lands. This includes all signs indicating "Alberta Conservation Association" but not those indicating "Buck for Wildlife."

Scenario 2: The Association is not a going concern after termination of the delegation of authority:

- (i) During the 12 month notification period the Association will continue to receive levy revenue as per previous years, to aid in wind-down activities.
- (ii) All vehicles, equipment, buildings and other assets that can be liquidated will be liquidated with the exception of land and conservation easements.
- (iii) All current and long term assets acquired by the Association at the time of termination (12 months after termination notice), including but not limited to all bank accounts, all investments, and all liquidated assets as per paragraph (ii), will be used to satisfy all current and long term liabilities of the Association at the time of termination.
- (iv) All current and long term liabilities acquired by the Association at the time of termination (12 months after termination notice), including but not limited to accounts payable, insurance claims, banks loans, staff salary and vacation accruals will remain the liability of the Association, and will be paid for with existing assets as described in (iii) above.
- (v) If required, titled land will be sold to raise cash to retire remaining liabilities.
- (vi) Notwithstanding paragraph (v), during the notification period all titled lands and all conservation easements held in the name of the Association will be transferred to other qualified conservation organizations, as per the Association's by-laws. The selection of a qualified conservation organization will be at the sole discretion of the Association.
- (vii) Assets remaining, after the transfer of land and conservation easements, liquidation of vehicles, equipment and buildings and the retirement of all

liabilities, will be transferred to organizations or charities having objectives similar to those of the Association, as per the Association's by-laws.

- (viii) During the 12 months notification period the Association will close all offices in existing Government of Alberta offices.
- (ix) The Minister will ensure the Association is allowed to terminate all office lease agreements with the Government of Alberta, without penalty.
- (x) During the 12 month notification period the Association will endeavor to complete as many projects as possible. The Association will provide a summary report to the Minister for all projects being worked on at the time of termination.
- (xi) As of the termination date the Association will no longer be responsible for any management or maintenance on Crown lands and all management plans agreed to by the Association and the Minister will be terminated.
- (xii) The Association will provide the Minister with a summary report outlining all Crown lands that the Association had been responsible for managing along with an indication of current and future management and maintenance needs.
- (xiii) During the 12 month notification period the Association will remove all signage indicating that the Association is responsible for management on Crown lands. This includes all signs indicating "Alberta Conservation Association" but not those indicating "Buck for Wildlife."
- (xiv) The Association and the Minister will develop a joint communications campaign to run during the 12 month notification period to inform the public of the Association's wind-down.
- (xv) Within 120 days after the termination date final audited statements for the Association will be supplied to the Minister.
- (xvi) Once the Association is terminated at the end of the 12 month notification period, the Minister shall hold harmless the Association, its employees and agents from any and all third party claims, demands, or actions which related to projects, lands etc. formerly lead/managed by the Association.

SCHEDULE 7. COMMON PROGRAM ELEMENTS

GENERAL PROGRAM CONDITIONS

- (i) The Association shall administer the funds allocated to the program and will disburse funds as required for completion of approved priority activities within the program to ensure performance outcomes are achieved.
- (ii) The parties shall exchange, upon reasonable request, all information on activities relating to the delivery and/or administration of the Program.
- (iii) Program and project files created prior to the Association's formation in 1997 and still relevant to this Program Agreement will be retained, consistent with the Government of Alberta's record retention policies. In cooperation with ESRD, ACA will have the opportunity to review all program/project files held by ESRD that may be relevant to this program and extract pertinent information subject to the *Freedom of Information and Protection of Privacy Act* (FOIP Act).
- (iv) The Association and ESRD staff will acknowledge each other's contribution/role in any projects, when presenting information or talking to the public or media as set out in the Information, Education and Communications Program Agreement.
- (v) The Association and ESRD may engage in education outreach through both joint and independent projects, as set out in the Information, Education and Communications Program Agreement.