

**Agreement Concerning the Implementation
of the
North American Waterfowl Management Plan
and the
North American Bird Conservation Initiative
Through the
Eastern Habitat Joint Venture**

The Eastern Habitat Joint Venture (EHJV) was formalized in 1989 with the signing of an EHJV Agreement to coordinate the delivery of projects and programs that would meet the objectives of the North American Waterfowl Management Plan (NAWMP) in the provinces of Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador. An Implementation Agreement signed in 1989 established the working arrangements for the signatories. The delivery of conservation programs has been achieved primarily through partner-driven funding proposals and through U.S. Fish and Wildlife Service grants under the *North American Wetlands Conservation Act* (NAWCA). In the late 1990s, planning for other bird conservation initiatives (shorebirds, waterbirds and landbirds) was initiated on a continental scale under the auspices of the North American Bird Conservation Initiative (NABCI), with the approach of utilizing existing Joint Ventures as coordination, planning and implementation vehicles. The EHJV has expanded to incorporate these processes and will continue to use its synergy to coordinate programs that meet various bird and bird habitat conservation objectives. This Agreement serves to reappoint and to pursue the involvement of the signatories in implementing the EHJV.

This Agreement made this 3 day of June , 2021

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Environment, who is responsible for Environment and Climate Change Canada (hereunder referred to as "ECCC");

and

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, represented by the Minister of Natural Resources and Forestry (hereunder referred to as "Ontario");

and

LE GOUVERNEMENT DU QUÉBEC, represented by the Ministre des Forêts, de la Faune et des Parcs and the Ministre responsable des Relations canadiennes et de la Francophonie canadienne (hereunder referred to as "Québec");

and

HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK, represented by the Minister of Energy and Resource Development (hereunder referred to as "New Brunswick");

and

HER MAJESTY THE QUEEN IN RIGHT OF NOVA SCOTIA, represented by the Minister of Lands and Forestry (hereunder referred to as "Nova Scotia");

and

HER MAJESTY THE QUEEN IN RIGHT OF PRINCE EDWARD ISLAND, represented by the Minister of Environment, Water and Climate Change (hereunder referred to as "Prince Edward Island");

and

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, represented by the Minister of Fisheries, Forestry and Agriculture and the Minister for Intergovernmental Affairs (hereunder referred to as "Newfoundland and Labrador");

and

DUCKS UNLIMITED CANADA, a federally incorporated, non-profit corporation, having its head office at the Town of Stonewall, in the Province of Manitoba, represented by its Chief Executive Officer (hereunder referred to as "DUC");

and

THE NATURE CONSERVANCY OF CANADA, a federally incorporated, non-profit corporation, having its head office at the City of Toronto, in the Province of Ontario, represented by its President and Chief Executive Officer (hereunder referred to as "NCC");

and

BIRD STUDIES CANADA, a federally incorporated, non-profit corporation, having its head office at Port Rowan, in the Province of Ontario, represented by its President (hereunder referred to as "BSC").

and

WILDLIFE HABITAT CANADA, a federally incorporated, non-profit corporation, having its head office at the City of Ottawa, in the Province of Ontario, represented by its Executive Director (hereunder referred to as "WHC").

(individually referred to as “Party” and collectively as the “Parties”)

WHEREAS the governments of Canada, the United States and Mexico formally adopted a plan for the conservation of their internationally shared waterfowl resources and habitats, known as the North American Waterfowl Management Plan (NAWMP), originally signed in 1986 and updated in 1994, 1998, 2004, and 2012;

WHEREAS the North American Waterfowl Management Plan Committee (the NAWMP Committee), with membership from Canada, the United States and Mexico, was established to provide a forum for discussion of major, long-term international waterfowl issues and to make recommendations to directors of the three countries’ national wildlife protection agencies. It is responsible for updating the NAWMP, considering new scientific information and national and international policy developments, and identifying the need to expand or reduce activities carried out under the NAWMP;

WHEREAS the North American Wetlands Conservation Council (Canada) (NAWCC (Canada)), was established for the purpose of overseeing the NAWMP in Canada;

WHEREAS the North American Bird Conservation Initiative (NABCI) is an international cooperative agreement, signed in 2005, between Canada, the United States and Mexico for the purpose of conserving native North American birds throughout their ranges and habitats;

WHEREAS the NABCI Canada Council was established for the purpose of overseeing NABCI in Canada;

WHEREAS the Parties agree that the effectiveness of conservation efforts for all birds and bird habitats will be maximized by the coordination of related programs of the Parties, where possible and appropriate, under the NAWMP and NABCI, and guided by the international, national, regional and landscape-level bird conservation plans;

WHEREAS the Parties share a common concern for the conservation and sustainable use of wetlands and upland habitats in eastern Canada to support biodiversity;

WHEREAS the Parties share a common concern for conservation of all birds and all of their habitats in eastern Canada, as well as a desire to continue the collaboration established in 1989;

WHEREAS the Parties recognize that the conservation, stewardship, securement and management of bird habitats are fundamental tools in maintaining and improving bird populations in eastern Canada;

WHEREAS the Parties recognize that long-term monitoring of bird populations is a fundamental tool in determining their status, trends and conservation needs;

WHEREAS the Parties recognize the compatibility of sustainable use of natural resources with birds and bird habitats conservation objectives in Canada;

WHEREAS the Parties recognize the importance of policies, programs and initiatives to address non-habitat factors that are contributing to the decline or overabundance of some bird species;

WHEREAS the Parties anticipate that there may be additional parties to the Agreement in the future, in accordance with the membership rules for other parties under this Agreement;

WHEREAS the Parties recognize that agreements setting out specific commitments may arise from it;

WHEREAS the Parties recognize that the EHJV may be implemented in English or French;

NOW THEREFORE, the Parties agree to enter into this Agreement under the following terms and conditions:

1. INTERPRETATION AND DEFINITIONS

a) For the purposes of interpretation:

- i) Except for the words "Party" and "Parties", words in the singular include the plural and vice-versa;
- ii) words in one gender include all genders;
- iii) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement; and
- iv) "include", "includes" and "including" shall not denote an exhaustive list.

b) In addition to the words or expressions defined above, the following words or expressions have the following meanings when used in the Agreement:

"Agreement" means this Agreement entered into between the Parties and includes the recitals and Schedule A.

"Dispute" means any issue or any question in connection with this Agreement, including its existence, interpretation, validity, implementation or termination.

"Funding" means money or resources that do not require a cash outlay, including in-kind contributions, or both.

"Grantee" means the organization to which the United States Fish and Wildlife Service would award the grant and that will be accountable for reporting.

"Provincial Steering Committee" means a provincial implementation committee set up in each province by the EHJV Management Board.

2. OBJECTIVES

The Parties will work together to

- a) share information on and coordinate all waterfowl habitat protection programs or other bird habitat protection programs, and other associated programs (such as science, evaluation, monitoring, communications and coordination) of the EHJV;
- b) analyze and recommend projects under the EHJV so that they accord with and contribute to the purposes, objectives, principles, and goals of the NAWMP and the NABCI;
- c) every four years, or when required, report results of EHJV activities to the NAWMP Committee and to NAWCC (Canada); and
- d) record the results of the provincial EHJV activities in the NAWMP National Tracking System under the responsibility of NAWCC (Canada), and keep the database up to date.

3. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have full power and authority to enter into this Agreement.

4. ADMINISTRATION

- a) The administrative mechanism for accomplishing the objectives of this Agreement will be the EHJV Management Board (the "Board").
- b) The Board shall be composed of representatives of the Parties as follows:
 - i) one member representing each of the six provincial Parties to this Agreement: Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador;
 - ii) three (3) members representing the Government of Canada, consisting of one (1) person from each of the three (3) Canadian Wildlife Service regions of Environment and Climate Change Canada within the EHJV;
 - iii) one member representing DUC
 - iv) one member representing the NCC;
 - v) one member representing BSC;
 - vi) one member representing WHC;
 - vii) one member representing each new Party, and
 - viii) one chair elected in accordance with (d) below.
- c) Any Board member, including the Chair, may designate an alternate to attend in their capacity at specific Board meetings. The name of the alternate must be provided in writing to the Board prior to the meeting.
- d) The Chair of the Board will be elected for a term of three years by a vote of 75 percent of the Board's members in favour. Multiple terms are permissible; each new term must be voted on by the Board using the process described below. Nominations for the position

of Chair must be received by the EHJV Coordinator at least 15 days in advance of the members' vote to elect the Chair.

- e) Decisions of the Board will be made through discussion and consensus requiring a quorum (50 percent of the Board members or their designated alternates, plus the Chair or his or her alternate) to be present at a Board meeting.
- f) If a decision of the Board cannot be reached through discussion and consensus, decisions will be made by majority vote, greater than 50 percent, as follows:
 - i) A vote cannot be held if the Chair, or his or her substitute, is not in attendance;
 - ii) Each member, or his or her alternate, in attendance at the meeting in which a vote is held has one vote;
 - iii) The Chair does not vote unless there is a tie;
 - iv) In the event of a tie, the Chair, or his or her substitute, will have the deciding vote;
 - v) A quorum (50 percent of the Board members or their designated alternates, plus the Chair or alternate) must be present;
 - vi) Board members shall be polled (in favour, opposed, abstention). This may be done by secret ballot if deemed necessary. Secret votes will be managed by the Chair, or his or her substitute, only.
 - vii) A Board member may assign its vote to another Board member for vote by proxy, provided the proxy is delivered in writing or by electronic mail to the Chair at least 48 hours before the meeting at which the vote will be held.
- g) The Board will meet in person at least once a year, and more frequently via telecommunications formats as may be agreed to by the Parties.
- h) The Board may form committees, and arrange for the participation of staff, as it deems necessary to conduct its business. The terms of reference for committees and staff will be determined by the Board. Financial arrangements to facilitate these and other administrative matters will be made by the Board through the Parties.
- i) The Board will provide strategic direction to EHJV Provincial Steering Committees. Provincial EHJV Coordinators or designates to the Board will report on provincial EHJV activities to the Board.

5. BOARD'S RESPONSIBILITIES

The Board will be responsible for the following:

- a) establishing a Provincial Steering Committee to coordinate the implementation of this Agreement in each of the six (6) provinces;

- b) informing and ensuring that the six (6) Provincial Steering Committees accomplish the following:
- i) overseeing all aspects of the planning and implementation of the EHJV in their respective province;
 - ii) determining strategic direction within a province in keeping with overall EHJV strategic directions;
 - iii) reviewing and recommending the proposals for EHJV projects or programs according to the criteria in Schedule "A" and approving all other EHJV proposals, plans or projects;
 - iv) ensuring that all projects in support of EHJV implementation are properly implemented and evaluated;
 - v) developing the operational framework and documentation for implementation;
 - vi) mandating committees as needed; and
 - vii) designating and supporting a National Tracking System database manager who will collect, on a quarterly basis, NAWMP contribution, expenditure and accomplishment data from all eligible partners within the provinces, enter it in the National Tracking System and produce reports for the Parties as required.
- c) facilitating the establishment of EHJV programs, projects and strategic priorities;
- d) preparing planning documents and forwarding them to NAWCC (Canada) or to the NAWMP Committee for endorsement;
- e) providing advice on, review and endorsement of EHJV planning documents and ensuring that implementation activities are coordinated through the EHJV Provincial Steering Committee in each province;
- f) helping the Provincial Steering Committees to interpret policies of the NABCI Canada Council, NAWCC (Canada) and NAWMP;
- g) providing liaison between the Provincial Steering Committees and the NABCI Canada Council, NAWCC (Canada), and the NAWMP Committee;
- h) developing and implementing an ongoing communications program concerning the EHJV;
- i) developing and implementing guidelines for the interprovincial allocations of NAWCA funds, such as the 2017 allocation of 2:1:1 (for Ontario, Québec and Atlantic Canada, respectively);
- i) Funding allocations within the EHJV will be based on scientific principles and will allow for adaptive management. The allocations will reflect the needs and priorities outlined in the EHJV Implementation Plan.
 - ii) Funding allocations within the EHJV will continue to allow for a programmatic approach to implementation in which all provinces remain actively and meaningfully engaged.

- j) reviewing and making recommendations to NAWCC (Canada) concerning proposals and funding arrangements (or funding packages) for EHJV projects or programs according to the criteria in Schedule "A" Part A;
- k) reviewing and endorsing proposals and funding arrangements (or funding packages) for EHJV projects or programs according to criteria in Schedule "A" Part B;
- l) evaluating the effectiveness of EHJV projects and programs, and recommending to the Provincial Steering Committees the appropriate adjustments to programs, projects and planning documents to ensure progress toward attaining the objectives referred to in NAWMP, NABCI, and landscape-level Bird Conservation Region strategies; and
- m) reporting, when requested, to the NAWMP Committee and NAWCC (Canada) describing progress toward the EHJV objectives.

6. FUNDING

- a) Nothing in the Agreement shall obligate a Party to provide funding, beyond funding required to cover its own costs related to activities carried out under this Agreement.
- b) Any funding related to this Agreement, its implementation and EHJV projects and programs made by a Party who is represented by a federal or provincial Minister, is subject to an appropriation by the Parliament of Canada or by a legislature of a province of Canada, as applicable. If, at any time during the term of this Agreement, Parliament or a provincial legislature amends any appropriation related to a financial contribution, the Parties agree to make the necessary adjustments to this Agreement, its implementation and any relevant EHJV projects or programs.
- c) Subject to (a) and (b) above, each Party will make reasonable efforts, on an individual basis, to contribute funding to implement the NAWMP and an all-bird habitat conservation approach, by sharing responsibility for contributions between the federal government, provincial governments, and non-governmental organizations.
- d) Funding contributions, roles and responsibilities, and delivery mechanisms for individually or jointly developed and delivered EHJV projects and programs will be specified in agreements or memoranda of understanding between the Parties participating in those projects or programs.
- e) The funding and approval of projects and programs that are not eligible for NAWCA funding, but support bird and bird habitat conservation objectives under NABCI or the plans referred to in landscape-level Bird Conservation Region strategies may be undertaken with dedicated funding from the Parties.
- f) Financial support for individually or jointly developed and delivered projects and programs related to this Agreement may be secured from sources not party to this Agreement.

- g) The Parties agree to report, at a frequency determined by them, all waterfowl related funding contributions and eligible expenditures via the NAWMP National Tracking System;

7. INDEPENDENT PROJECTS

Notwithstanding this Agreement, it is understood and agreed by the Parties that any project or program undertaken by any Party independently and separate from the EHJV and from EHJV's generated funding shall not be subject to this Agreement and shall not be considered an EHJV or NAWMP project or program.

8. COMMUNICATION

- a) The Board may develop and propose to the Parties a public information program as well as a communications plan. It will implement the public information program and the communications plan approved by the Parties. All Parties agree to be guided by the communications plan in their respective public communications regarding the EHJV.
- b) The Parties agree to recognize and acknowledge their individual contributions to all jointly developed communications material related to the EHJV, where possible. The participation of the EHJV and of any party that helped develop the material will be acknowledged within this material.

9. ACCESS TO INFORMATION AND PROTECTION OF PERSONAL INFORMATION

The collection, communication and use of any information or personal information in relation to this Agreement is subject to the respective laws of the Parties pertaining to access to information and privacy.

10. INTELLECTUAL PROPERTY

With respect to joint activities conducted pursuant to this Agreement that result in the creation of intellectual property, the Parties intend to enter into separate agreements to ensure appropriate and equitable protection of their respective intellectual property rights, to the extent of their activity and effort, in accordance with terms mutually agreed upon by the Parties.

11. NO PARTNERSHIP, AGENCY OR MANDATE

- a) This Agreement does not and is not intended to create a partnership, agency or mandate between the Parties. The Parties understand and agree that nothing contained in this Agreement shall constitute or be deemed to constitute the other Parties as partners, or as principal or mandator and agent or mandatary in any way or for any purpose. Under this Agreement, a Party shall not represent or hold itself out to be an agent or mandatary of

any other Party. No Party shall have any authority to act for or to assume any obligations or responsibility on behalf of another Party.

- b) Each Party assumes no responsibility for any liability arising to any other Party as a result of the act or omission of that other Party arising from or in connection with the carrying out, by the Parties, of their obligations and activities under this Agreement.

12. TERM AND RENEWAL

Subject to section 13 below, this Agreement shall have a term of fifteen (15) years from the date of the last signature on the Agreement unless terminated earlier pursuant to section 14. Each Party shall review this Agreement at the end of the fifth (5th) and tenth (10th) years and shall provide any recommendations for changes to the EHJV Board within two (2) months of the anniversary date of the Agreement.

13. EXTENSION

The term of this Agreement shall automatically be extended beyond the original term of fifteen (15) years, for an additional period of five (5) years unless one of the Parties sends to the other Parties, sixty (60) days before the expiry of the original term or any extension term of the Agreement, notice in writing of its intention that the Agreement not be extended.

Upon receiving such "no extension" notice, the other Parties may, within three (3) months of receiving this notice, accept or reject it by providing a joint response to the Party that made the request. If rejected, that Party may have the leisure of withdrawal. If accepted, the Parties agree to terminate the agreement on the date specified in the joint response.

14. WITHDRAWAL AND TERMINATION

A Party may also withdraw from this Agreement or ask for its termination outside the extension process.

Withdrawal

A Party may also withdraw from this Agreement upon providing three (3) months written notice to all other Parties, provided those Parties consent to the withdrawal in writing. Parties who receive a request for consent to withdrawal shall provide a single joint response in writing either granting or withholding their consent no later than three (3) months following receipt of such a notice. If consent is granted, the withdrawal takes effect on the date specified in the joint response.

Following the withdrawal of a Party, this Agreement shall remain in force in relation to the other Parties, unless the Parties agree to terminate the Agreement.

Termination

Any Party may request for termination of the Agreement by giving one (1) year's written notice to all Parties. Upon receiving such termination notice, the other Parties may, within three (3) months of receiving this notice, accept or reject it by providing a joint response, in writing, to the Party that made the request. If rejected, that Party may have the leisure of withdrawal. If accepted, the Parties agree to terminate the Agreement on the date specified in the joint response.

The Parties may by mutual consent in writing terminate the Agreement before the end of its term, upon giving one (1) year's written notice to all Parties.

15. ENTIRE AGREEMENT

This Agreement, along with the schedules and the preamble, shall constitute the entire Agreement between the Parties and shall supersede all other communications, negotiations, arrangements and agreements of any nature between the Parties prior to the date of this Agreement.

16. AMENDMENT

This Agreement may be amended with the written consent of each Party.

17. REPRESENTATIVES

The Parties identify the following persons to be their Representatives of this Agreement: The following representatives are designated as the first points of contact for any notice, issues or concerns between the Parties

Government of Canada, represented by:
Environment and Climate Change Canada
Regional Director, EHJV Chair
Canadian Wildlife Service, Québec Region
801-1550 d'Estimauville Avenue
Québec, Québec
Canada G1J 0C3
Telephone: 418-648-7808
Email: marie-josee.couture@canada.ca

Government of Ontario, represented by:

Ministry of Natural Resources and Forestry
Coordinator, Natural Heritage Section
Natural Resources and Conservation Policy Branch
300 Water Street, 2nd Floor South Tower
Peterborough, Ontario
Canada K9J 3C7
Telephone: 705-755-5662
Email: terese.mcintosh@ontario.ca

Government of Quebec, represented by:
Ministère des Forêts, de la Faune et des Parcs
Sous-ministre associée à la Faune et aux Parcs
880, chemin Sainte-Foy, RC-120
Québec, Québec
Canada G1S 4X4
Telephone: 418-627-8658
Email: [bsma-faune et parcs@mffp.gouv.qc.ca](mailto:bsma-faune_et_parcs@mffp.gouv.qc.ca)

Government of New Brunswick, represented by:
Department of Energy and Resource Development
Manager, Biodiversity Conservation
Forest Planning and Stewardship Branch
Fredericton, New Brunswick
Canada E3B 5H1
Telephone: 506-453-7117
Email: Steve.Gordon@gnb.ca

Government of Nova Scotia, represented by:
Department of Lands and Forestry
Director of Wildlife, Wildlife Division
136 Exhibition St.
Kentville, Nova Scotia
Canada B4N 4E5
Telephone: 902-679-6091
Email: wildlife@novascotia.ca

Government of Prince Edward Island, represented by:
Department of Environment, Water and Climate Change
Manager, Fish and Wildlife
Forests, Fish and Wildlife Division
Charlottetown, Prince Edward Island
Canada C1E 1Z4
Telephone: 902-368-5111
Email: bdpotter@gov.pe.ca

Government of Newfoundland and Labrador, represented by:
Department of Fisheries, Forestry and Agriculture
Newfoundland and Labrador EHJV Program Manager
Wildlife Division

P.O. Box 2007
117 Riverside Drive
Corner Brook, Newfoundland and Labrador
Canada A2H 7S1
Telephone: 709-637-2013
Email: jonathansharpe@gov.nl.ca

Ducks Unlimited Canada, represented by:
Director of Regional Operations, Eastern Region
350 Sparks Street, Suite 612
Ottawa, Ontario
Canada K1R 7S8
Telephone: 613-565-5294
Email: m_gloutney@ducks.ca

Nature Conservancy of Canada, represented by:
Director of Conservation, Atlantic
1350 Regent St, Suite 260
Hugh John Flemming Forestry Centre
Fredericton, New Brunswick
Canada E3C 2G6
Telephone: 506-450-6010
Email: Margo.Morrison@natureconservancy.ca

Bird Studies Canada, represented by:
President
P.O. Box 160
Port Rowan, Ontario
Canada N0E 1M0
Telephone: 1-800-448-2473 ext 116
Email: sprice@bsc-eoc.org

Wildlife Habitat Canada, represented by:
Executive Director
247- 2039 Robertson Road
Ottawa, Ontario
Canada K2H 8R2
Telephone: 613-722-2090 ext 224
Email: cmack@whc.org

18. ADDITIONAL PARTIES

- a) Subject to the prior consent of all the Parties to this Agreement, additional parties may be added; every such addition shall constitute an amendment to this Agreement.

- b) Each new Party is entitled to have one representative on the Board and an alternate, unless otherwise arranged by prior agreement of all the Parties.
- c) Each new Party may appoint a representative to the appropriate Provincial Steering Committees.

19. SETTLEMENT OF DISPUTES

Any disputes regarding the interpretation or the implementation of this Agreement will be resolved only by consultation among the Parties, or through the process outlined in section e) of article 4 above, and will not be referred to a third party for settlement.

20. COUNTERPARTS

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 duly signed counterparts may be transmitted electronically and that such counterparts shall be treated as originally signed documents. Each Party undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following the signature of this Agreement.

IN WITNESS WHEREOF, the Parties duly authorized representatives have signed this Agreement in both English and French, each text being equally valid.

21. SIGNATURES

Government of Canada, represented by:



Minister of Environment and Climate Change Canada
Name: Catherine McKenna

Date: June 19, 2019

Government of Ontario, represented by:



Minister of Natural Resources and Forestry
Name: John Yakabuski

Date: May 28, 2019

Gouvernement du Québec, represented by:



Ministre des Forêts, de la Faune et des Parcs
Name: Pierre Dufour

Date : *3 juillet 2019.*



Ministre responsable des Relations
canadiennes et de la Francophonie
canadienne
Name : Sonia LeBel

Date : July 29, 2019

Government of New Brunswick, represented by:



~~Minister of Energy and Resource Development~~
Name: ~~Mike Holland~~

Date: October 29, 2019

Government of Nova Scotia, represented by:



Minister of Lands and Forestry
Name: Iain Rankin

Date: September 13, 2019


Government of Prince Edward Island, represented by:



Minister of Environment, Water and Climate Change
Name: Brad Trivers

Date: September 10, 2019

Government of Newfoundland and Labrador, represented


Minister of Fisheries, Forestry and
Agriculture


Name: Derrick Bragg

Date: May 28, 2021


Minister for Intergovernmental
Affairs
Name: Andrew Furey

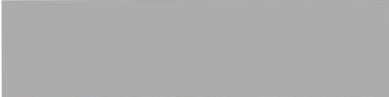
Date: June 03, 2021

Ducks Unlimited Canada


Chef de la direction
Nom : Karla Guyn


Date: June 5, 2019

Nature Conservancy of Canada


Président-directeur général
Nom : John Lounds


Date: July 16, 2019

Bird Studies Canada


President
Name: Steven Price

Date: June 17, 2019

Wildlife Habitat Canada


Directeur exécutif
Nom : Cameron Mack

Date: June 12/2019

Schedule "A"

Recommendation, Endorsement and Funding of EHJV

PART A: Project or Program Proposals under the NAWCA

1. Procedure for recommendation of project or program proposals under the EHJV and the North American Wetlands Conservation Act

- a) The Board will ensure that the six (6) Provincial Steering Committees are aware of the following responsibilities:
Each Provincial Steering Committee will:
 - i) review the project or program proposal submitted by a project or program proponent;
 - ii) recommend the project or program proposal on behalf of the Province, if appropriate; and
 - iii) refer the project or program proposal to the Board for review.
- b) When the Board has ascertained that the project or program proposal is in accord with its regional priorities and that sufficient funds are available to meet the funding request, the Board will recommend the project or program proposal on behalf of the EHJV.
- c) Subsequently, the Board will submit the recommended project or program proposal to the NAWCC (Canada) for its recommendation before submitting it to the United States.

2. Criteria for project or program proposals under the EHJV and the NAWCA

In order to be considered by a Provincial Steering Committee and the Board, a project or program proposal shall:

- a) by direct reference to the most recent NAWMP and EHJV Implementation Plan, and any other applicable EHJV planning documents, demonstrate that the project or program involves the protection and conservation of waterfowl and wetlands or other bird habitat and would contribute in an efficient manner to attainment of waterfowl, wetlands and other bird habitat and population goals;
- b) contain a description of intended work and expected benefits to waterfowl, other birds, bird habitats and the environment;
- c) outline evaluation procedures necessary to measure effectiveness of intended work;
- d) include all estimated costs;
- e) identify all participants and their respective contributions to the project or program;

- f) identify the full geographic area over which expenditures would be made; and
- g) clearly identify the project's or program's outcomes in relation to EHJV habitat objectives and overall progress toward those objectives.

3. Funding

The funding of recommended EHJV projects or programs by Canadian public and private funding sources will be facilitated by one or more Parties serving as Grantee(s) as described in point 4 below.

4. Terms of reference for the Grantee

- a) A Grantee facilitates funding arrangements between project or program proponents in Canada by:
 - i) entering into agreements with entities interested in contributing funds for the implementation of the EHJV; such agreements should define any constraints imposed by the contributing entity for the release of funds;
 - ii) providing short term financial management of funds from contributing entities;
 - iii) providing financial accountability for those funds entrusted to it by contributing entities; and
 - iv) entering into funding arrangements for the implementation of EHJV projects or programs.
- b) The Grantee will not impose constraints on the disbursement of funds beyond those applied by the contributing entity or contained in the project or program proposal recommended by the Board.

5. Procedure for release of funds by the Grantee

The procedure for the release of funds by the Grantee will be as follows:

- a) The project or program proposal is recommended by the Provincial Steering Committee and submitted to the Board for recommendation;
- b) When the Board has ascertained that the project or program is in accord with regional priorities and that sufficient funds are available (including American funds) to meet the joint funding request, it endorses the project or program on behalf of the EHJV; and
- c) After drafting a funding agreement and upon execution of the funding agreement by all participants, the Grantee will release funds to the project or program proponent in the manner defined in the funding agreement.

PART B: Project or Program Proposals Not Related to the NAWCA

- 6. Procedure for endorsement of EHJV project or program proposals (not related to the NAWCA)**
 - a) A project or program proposed by one of the Parties or by a Provincial Steering Committee will be submitted to the EHJV Board for review and endorsement.
 - b) When the EHJV Board has ascertained that the project or program proposal is in accord with its priorities and that sufficient funds are available to meet the funding request, the Board will endorse the project or program proposal.