

CARIBOU HABITAT RECOVERY PROGRAM

PROGRAM OUTLINE

1. Definitions

- (a) “**Agreement**” means the grant agreement between FRIAA and the Department made in respect of the Program, as may be amended from time to time;
- (b) “**Applicant**” means an applicant to FRIAA who applies for Funds under the Program by submitting a Proposal;
- (c) “**Approval**” means the written approval of a Proposal issued by FRIAA, including any additional terms set by FRIAA to implement an approved Proposal;
- (d) “**Approved Applicant**” means an Applicant whose Proposal has received Approval;
- (e) “**Board**” means the Board of Directors of FRIAA;
- (f) “**Department**” means the Minister of Alberta Environment and Parks and any duly authorized representative of the Minister;
- (g) “**Eligible Activity**” means activities that meet the purposes of the Program and are not the responsibility of disposition holder and includes, but is not limited to, the following summary of categories and activities:
 - (i) Planning (*e.g.*, operational planning for caribou landscape restoration activities);
 - (ii) Caribou habitat restoration;
 - (iii) Monitoring, evaluating and reporting on caribou habitat conditions; and
 - (iv) Other activities as may from time to time be agreed to in writing by the Department and FRIAA (*e.g.* access management planning, Traditional Knowledge collection, etc.);
- (h) “**FRIAA**” means the Forest Resource Improvement Association of Alberta;
- (i) “**Funds**” means the Grant Money that FRIAA has received under the Agreement that is available for Projects;
- (j) “**Habitat Recovery Area**” means those lands under provincial jurisdiction classified as the Boreal Recovery Strategy Caribou Range or the Southern Mountain Recovery Strategy Caribou Range and shown on the map set out in Appendix “A”;
- (k) “**Member**” means a member of FRIAA;
- (l) “**Panel**” means the review panel appointed by the Board, and agreed to by the Department, to review, evaluate and recommend Proposals for Approval by the Board for funding;

- (m) “**Program**” means the FRIAA Caribou Habitat and Recovery Program established pursuant to the Agreement and set out in this Program Description as may be amended from time to time;
- (n) “**Project**” means a Proposal that has received Approval under the Program which must be completed, including reporting and audit requirements, within two years of the date of the Approval;
- (o) “**Proposal**” means a plan involving one or more Eligible Activities which is specific in nature, outlining the Eligible Activities being considered for Approval under the Program;
- (p) “**Recovery Strategy**” means collectively the *Recovery Strategy for the Woodland Caribou Boreal Population, (Rangifer tarandus caribou) in Canada (2012)* and the *Recovery Strategy for the Woodland Caribou, Southern Mountain Population (Rangifer tarandus caribou) in Canada (2014)* published by Environment Canada now known as Environment and Climate Change Canada; and
- (q) “**Year**” means the period of time from April 1 through March 31 of any given year.

2. Program Purpose

The Program’s overall objective is to support efforts to sustaining and improving caribou habitat in a manner that supports healthy and self-sustaining caribou populations. The purpose of the Program is to support the Recovery Strategy by providing Funds for Eligible Activities for Projects that:

- (a) assist the Department with projects that contribute to the scientific and technical understanding of caribou landscape restoration strategies and activities;
- (b) provide financial and logistical oversight of funding for planning work required to guide operational landscape restoration work for caribou habitat; or
- (c) provide financial and logistical oversight of funding for operational landscape restoration work for caribou habitat as supported by the Government of Alberta and industry.

3. Review and Approval of Proposals

- (a) An Applicant may submit a Proposal for a Project to FRIAA in accordance with this Program Description and the policies and objectives of FRIAA.
- (b) a Proposal must be made in writing and may be submitted by:
 - (i) a member of the forest products sector;
 - (ii) a member of the energy sector;
 - (iii) any person that demonstrates the experience, knowledge and technical capacity to undertake and manage complex projects related to silviculture

or land reclamation, and as mutually agreed to by the Department and FRIAA; or

- (iv) other organizations or groups mutually agreed to by the Department and FRIAA

in accordance with the project solicitation documentation that may be published by FRIAA from time to time.

- (c) The Panel shall review and evaluate each Proposal and make recommendations to the Board using the following criteria:

- (i) the Proposal must consist of one or more Eligible Activities;
- (ii) the Proposal must be located on lands situated within a Habitat Recovery Area;
- (iii) the expenses set out in the Proposal must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided;
- (iv) the Proposal must not be contrary to the objects of FRIAA, the Bylaws or the provisions of relevant regulations or legislation;
- (v) the Proposal must not have a significant adverse impact on other forest resources or the environment as a whole;
- (vi) the Applicant must agree to carry out the Project in an environmentally responsible manner;
- (vii) a Proposal must demonstrate that the Applicant is able to complete the proposed project economically and efficiently, and in so determining, FRIAA may take into consideration the Applicant's proximity to the location of the proposed project, the Applicant's experience in performing such projects, the availability of resources to the Applicant, and whether the Applicant has in the past complied with applicable Acts and regulations;
- (viii) all matters of the administration of and accountability for a Project shall be the sole responsibility of the Applicant;
- (ix) notwithstanding paragraph (viii), where the Applicant consists of more than one entity each of them shall be jointly and severally responsible and accountable for ensuring the Project is completed in accordance with the terms and in accordance with the Approval;
- (x) the Proposal includes such permits, licences and authorizations or an indication in writing from the Department, other appropriate government organization, industry and tenure holders as may be required to undertake the Eligible Activities;

- (xi) the Proposal must demonstrate that the Applicant is able to implement an occupational health and safety program in accordance with the *Occupational Health and Safety Act* RSA 2000, c.O-2; and
- (xii) the Proposal must include the Applicant's written acknowledgment that it has entered into an agreement with the Department such that in the event that there are two or more employers involved in work at the work site at the same time, the Applicant shall be the "prime contractor" as defined in the *Occupational Health and Safety Act* RSA 2000, c.O-2, and will comply with such Act and all regulations enacted thereunder.
- (d) Where a Proposal includes work that is the responsibility of a disposition holder, only that portion of the Proposal that is not the responsibility of a disposition holder may be eligible for funding under the Program.
- (e) FRIAA shall not consider any applications or Proposals that, in its reasonable opinion and having regard to all the circumstances, has the effect of providing subsidies to the forest products industry and will therefore require all applications and Proposals to comply with FRIAA's objectives, policies, the Program purpose, and the criteria set out in paragraph 3(c).
- (f) Approval of a Proposal is at the sole discretion of the Board in accordance with project solicitation documentation.
- (g) Notwithstanding any other term of this Program, Approvals shall be limited by the availability of Funds as determined by FRIAA.
- (h) Where FRIAA accepts a Proposal, an Approval shall be prepared and forwarded by FRIAA to the Approved Applicant for execution outlining the terms and conditions to implement the Proposal, one of which being that the Approved Applicant covenants and agrees to carry out the Project to completion.
- (i) The Approval shall address:
 - (i) the total maximum amount payable under the Approval;
 - (ii) a schedule of reasonable and justifiable payments under the Approval;
 - (iii) the terms and conditions of the Proposal;
 - (iv) any other terms and conditions required by FRIAA; and
 - (v) any other conditions that are necessary to carry out the Project, including audit procedures and reporting requirements.

4. Use of Funds

- (a) Any amounts payable under an Approval shall be used exclusively by an Approved Applicant for Projects in accordance with the Approval.
- (b) Funds shall not be made available, and shall not be used, for the purchase of any capital asset.

- (c) If the Funds are used for any purpose other than as described in paragraphs (a) and (b) by the Approved Applicant, FRIAA may immediately terminate the Approval with the Approved Applicant and demand the immediate return of any Funds paid or payable in respect of the Approval and the Project.
- (d) All Funds will be advanced or paid by FRIAA as reimbursement for expenses already incurred and paid for by the Applicant. Where a payment is otherwise made by FRIAA prior to the expense being incurred or prior to the completion of a Project in accordance with its approved terms and conditions, the payment shall be an advance and shall be held in trust by the Applicant until completion of the Project, or returned to FRIAA immediately upon request.
- (e) All Funds advanced prior to the completion of the Project are deemed to be held in trust by the Applicant until FRIAA has acknowledged in writing to the Applicant that the Project is completed in accordance with the terms of the Approval.
- (f) All Funds advanced prior to the completion of a Project in accordance with the Project shall be returned to FRIAA if:
 - (i) the Project is terminated by FRIAA;
 - (ii) the requirement of paragraph 4(d) is not satisfied; or
 - (iii) as may be provided by the Program or the terms of the Proposal or the terms and conditions of the Approval.

5. Reporting and Audit Requirements

- (a) An Approved Applicant shall provide any information whatsoever that FRIAA requests respecting any Proposal, Project or request for Funds, and this provision shall be a requirement of the Approval. This information may be required to be provided in a form prescribed by FRIAA from time to time.
- (b) At any time FRIAA may request and shall receive from any Approved Applicant:
 - (i) a report from an independent, qualified accountant, in accordance with the *Canadian Institute of Chartered Accountants' Handbook*;
 - (ii) performance of an audit, or prompt, complete responses to audit inquiries or requests;
 - (iii) financial reports co-ordinated to FRIAA's fiscal year end for each Project detailing how much has been spent for the specific Project and how much remains by approved cost categories;
 - (iv) the submission of technical reports for each Project summarizing the Eligible Activities completed and what remains to be done; and
 - (v) an end of Project technical report summarizing the results of the Project including:

- A. a detailed list of the areas treated for restoration of caribou habitat in a manner prescribed by FRIAA;
 - B. a description of activities, area (ha or km) and date of completion by activity completed for each treatment area, and all other reporting requirements as prescribed by FRIAA, from time to time; and
 - C. any other information as prescribed by FRIAA from time to time required to support FRIAA's reporting requirements to the Department or the further development of criteria, definitions or other scientific knowledge related to caribou habitat and restoration.
- (c) FRIAA has a right to conduct random audits on Projects and shall conduct random sample audits and post-Project audits from time to time as may be considered appropriate or expedient at the sole discretion of FRIAA.
 - (d) FRIAA has a right to have a third party on site at any time and for any length of time that FRIAA considers appropriate to ensure that quality assurance standards are met and the Project is carried out to FRIAA's satisfaction.
 - (e) Approved Applicants shall maintain or cause to be maintained full, accurate and complete records of their activities conducted in furtherance of and the results achieved through the conduct of the Project for a period of five (5) years following the Term or termination of the Project and shall upon request provide such records to FRIAA.

6. Administration of Approvals and Projects

- (a) If an Approved Applicant is in breach of or otherwise fails to perform, for any reason whatsoever, any provision or term or condition of an Approval, or is in contravention of any policy or rule of FRIAA, FRIAA may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:
 - (i) terminate any and all agreements with the Approved Applicant;
 - (ii) demand and be entitled to receive from the Approved Applicant any and all paid, disbursed and undisbursed Funds advanced by FRIAA on account of any Project or pursuant to any Approval;
 - (iii) withdraw Approval of a Project at any stage of the Project;
 - (iv) if the Approved Applicant consists of more than one entity, where one or more of whom is a Member, suspend or cancel membership in FRIAA; or
 - (v) commence any action or take any steps that FRIAA may consider just or appropriate in the circumstances.
- (b) If an individual Approved Applicant dies prior to the completion of the Project, the estate or personal representative of such individual may, upon meeting the

reasonable requirements of FRIAA, complete the Project in accordance with the Approval entered into regarding that Project.

- (c) In the event of the appointment of a receiver over the assets and affairs of an Approved Applicant, FRIAA, in its sole discretion, may allow the receiver to carry out the terms of the Approval prior to receivership, provided—~~always~~ the receiver be obligated to the same extent and in the same manner as the Approved Applicant. Further, FRIAA may, in its sole discretion, allow Funds to be utilized by the receiver of an Approved Applicant in a manner that is in accordance with the bylaws, rules and policies of FRIAA, the Program and the Approval, as well as any applicable agreement, all as if the receiver is the original Approved Applicant.

APPENDIX "A"

