

MEMORANDUM OF UNDERSTANDING

between

Ducks Unlimited Canada
a corporation incorporated under the laws of Canada
having its headquarters at Oak Hammock Marsh with an office at
Unit 2, 545 Conservation Drive, Brandon, Manitoba, R7A 7L8

“DUC”

and

Her Majesty the Queen in Right
of the Province of Manitoba
as represented by the Minister of Conservation
c/o Parks and Natural Areas
Box 53, 200 Saulteaux Crescent, Winnipeg, Manitoba, R3J 3W3

“Manitoba”

THIS AGREEMENT made in triplicate as of the 14th day of December, 2005.

Whereas conservation of biological diversity and the protection of natural ecosystems, such as wetlands and associated uplands is essential for the long-term maintenance of healthy watersheds, resources and human well-being; and

Whereas such biodiversity and wetlands are increasingly lost as a result of some human activities and developments; and

Whereas the Government of Manitoba supports the Canadian Biodiversity Strategy which calls for the conservation of national and provincial biodiversity; and

Whereas the Government of Manitoba, through its Protected Areas Initiative, has committed to completing a network of protected areas to represent the biological diversity in Manitoba's natural regions; and

Whereas the Government of Manitoba and DUC have signed the Canadian Forest Accord, which outlines a balanced approach to the use of Canada's forests and which supports sustainable development of a network of protected areas, including watershed-based approaches to forest management; and

Whereas DUC is a signatory of the Boreal Forest Conservation Framework under the Canadian Boreal Initiative and supports a balanced approach to boreal conservation including sustainable development and protected areas; and

Whereas DUC is dedicated to conserving, restoring and managing wetlands and associated habitats for North America's waterfowl and other wildlife; and

Whereas these wetlands and associated uplands provide important biodiversity habitat for over 600 species of plants and animals, some of which are species at risk; and

Whereas the Government of Canada and Government of Manitoba, and DUC have signed the North American Waterfowl Management Plan which calls for the protection of wetlands and the restoration of waterfowl populations to the levels of the 1970s; and

Whereas DUC and the Government of Manitoba seek to work cooperatively with individuals, First Nations, Métis, Northern Affairs communities, other NGOs, businesses and all levels of government across Manitoba to protect biological diversity, wetlands and natural areas; and

Whereas DUC and Manitoba have agreed to pursue this general Memorandum of Understanding ("MOU") identifying areas of mutual interest and opportunities for collaboration in conservation; and

Whereas DUC and Manitoba have committed to the ongoing operation and management of the Oak Hammock Marsh Conservation Center as a world class interpretive facility contributing to biodiversity education and awareness for all Manitobans and Canadians. Activities under this MOU are intended to recognize and complement those commitments.

Now Therefore, the parties hereto express their mutual understandings and intentions with each other as follows:

SECTION 1 - PRINCIPLES

The principles governing this MOU are:

- 1.1 Stewardship of the environment and protection of ecological functions of natural habitat are keys to sound ecosystem management; and
- 1.2 Sustainable resource management requires an integrated approach to conservation that supports ecological, social and economic values and which includes: protected areas, voluntary stewardship, conservation incentives, regulation, and education; and
- 1.3 Manitoba and DUC share a common approach to responsible and sustainable resource management; and
- 1.4 Sound management and care of our natural ecosystems is critical to sustainable development, watershed health and the maintenance of biodiversity; and
- 1.5 Manitoba and DUC believe in conserving a diverse mosaic of habitats to achieve the maintenance of ecological integrity and biodiversity; and
- 1.6 Joint cooperation and participation in promoting the conservation of natural habitats in a way that conserves and maintains ecological integrity providing benefits to all Manitobans; and
- 1.7 Sustainable development and sound resource management require science-based decision making and shared responsibility.

SECTION 2 - OBJECTIVES OF STRATEGIC PRIORITY

- 2.1 DUC and Manitoba have identified the following strategic priorities and contributing joint activities in specific areas, which will guide their collaborative efforts to conserve, protect, and promote the stewardship of habitat for the conservation of biodiversity. DUC and Manitoba will:

PROTECTED AREAS IN AGRO-MANITOBA

- (a) Identify DUC lands which will contribute to Manitoba's Network of Protected Areas; and
- (b) Foster a process that would facilitate the securing of additional lands that will contribute to Manitoba's Network of Protected Areas, including, where possible, addressing barriers to that process; and

- (c) Explore opportunities to expand and secure new key parcels of threatened habitat so they may contribute to Manitoba's Network of Protected Areas; and
- (d) Collaborate with other partners to identify additional opportunities to secure lands eligible to contribute to Manitoba's Network of Protected Areas; and
- (e) Collaborate in the management and restoration of key habitat on protected lands to enhance biodiversity benefits; and

ENHANCED CONSERVATION IN AGRO-MANITOBA

- (f) Explore opportunities to promote the importance of stewardship that results in the conservation of wetlands and associated uplands in Manitoba; and
- (g) Collaborate and participate in various stewardship forums, instruments, program tools, land plans, integrated watershed management plans and policies to protect and conserve threatened habitats on private and Crown lands; and
- (h) Investigate the potential to designate additional lands as conservation lands to provide long term security and stewardship of native upland and wetland habitats; and
- (i) Investigate and collaborate on opportunities to enhance the management, and disposition of Crown lands to ensure the long-term security of habitat for the conservation of biodiversity; and
- (j) Investigate joint programming opportunities that will conserve and promote stewardship of threatened habitats of mutual interest such as wetlands in the prairie pothole region; and
- (k) Collaborate with other partners to explore opportunities to advance the concept of "Ecological Goods and Services" as a landscape approach to voluntary stewardship of habitats contributing to biodiversity; and

PROTECTED AREAS IN THE BOREAL FOREST AND BOREAL TRANSITION ZONE

- (l) Collaborate through the collection and sharing of information in the Boreal Forest and Boreal Transition Zone to identify opportunities for additional lands to be designated under Manitoba's Protected Areas Initiative; and
- (m) DUC will participate on Manitoba's Integrated Science Advisory Committee (ISAC) to provide scientific input into the evaluation of lands that are considered for protection under the Manitoba Protected Areas Initiative; and

***ENHANCED CONSERVATION IN THE BOREAL FOREST
AND BOREAL TRANSITION ZONE***

- (n) Investigate the potential to designate lands in the Boreal Forest and Boreal Transition Zones which would allow for sustainable resource use but will ensure the long-term protection of watershed health, wetlands and other threatened habitats; and
- (o) Collaborate and participate in various stewardship forums, instruments, program tools, land plans, and policies to protect and conserve threatened habitats on private and Crown lands; and
- (p) Participate with industry, NGO's and other stakeholders in integrated watershed-based resource management planning; and
- (q) Participate in inter-jurisdictional basin planning of the Saskatchewan River Delta that will ensure the long-term sustainable management of resources and which could serve as a pilot to showcase cross boundary planning.

SECTION 3 - INFORMATION SHARING AND JOINT COMMUNICATIONS

- 3.1 DUC and Manitoba will willingly share information, research finding and data sets, where possible, to achieve our common objectives subject to all applicable legislation dealing with the protection of privacy, including *The Freedom of Information and Protection of Privacy Act* (C.C.S.M., c. F175) as amended.
- 3.2 Where appropriate, DUC and Manitoba will collaborate in applied research and scientific projects.
- 3.3 This MOU is not to be regarded as a license or implied right to use any Intellectual Property; and is not to alter the ownership rights of the parties to Intellectual Property. All matters relating to Intellectual Property and confidentiality of information shall be specified under separate agreements.
- 3.4 Where appropriate and agreed to, DUC and Manitoba will coordinate joint communication and outreach activities such as news releases, conferences, seminars or workshops to promote stewardship; and to raise awareness and garner support for the need to protect natural areas that provide biodiversity benefits.

SECTION 4 - ADAPTIVE MANAGEMENT AND REPORTING

- 4.1 DUC and Manitoba will periodically meet to discuss the progress of partnership activities resulting from this MOU and discuss emerging opportunities, alternate approaches to land management that strengthen conservation and protection objectives, accomplishments, success indicators and make recommendations for future action.

SECTION 5 - GENERAL PROVISIONS

- 5.1 The parties are responsible for all expenses of their respective representatives that may be incurred in carrying out this MOU.
- 5.2 This MOU may be amended by common statement in writing of Manitoba and DUC.
- 5.3 Either party may withdraw from this MOU by giving the other party reasonable notice in writing.
- 5.4 This MOU is an expression of the parties' intent to cooperate technically and is not intended to create any legally binding obligations, but it reflects, as a matter of policy, the common understanding of the parties.
- 5.5 Manitoba and DUC shall appoint official contacts respecting each of the joint activities in relation to this MOU.

IN WITNESS WHEREOF this MOU has been signed by the Minister of Conservation, or his duly authorized representative, on behalf of Manitoba, and by the Executive Vice-President and the Manager of Field Operations, Manitoba Region, on behalf of Ducks Unlimited Canada, as of the date first written above.

**HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA
As Represented by the Minister
of Conservation**

y. Beaubien
Witness

Stan Struthers
Name: Honourable Stan Struthers
Title: Minister of Conservation

Date: December 14, 2005

DUCKS UNLIMITED CANADA

y. Beaubien
Witness

Gord Edwards
Name: Gord Edwards
Title: Executive Vice-President

Date: December 14, 2005

y. Beaubien
Witness

Bob Grant
Name: Bob Grant
Title: Manager of Provincial
Operations

Date: December 14, 2005