

MEMORANDUM OF UNDERSTANDING

BETWEEN

Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment, or his delegate the Regional Director General, Pacific and Yukon Region of Environment Canada (hereinafter called ("Canada"))

OF THE FIRST PART

AND

The Commissioner of the Yukon, as represented by the Deputy Minister Renewable Resources, (hereinafter called, Yukon).

OF THE SECOND PART

Respecting the cooperative administration and enforcement of the Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act (WAPPRIITA) to protect certain species of animals and plants, particularly by implementing the Convention of International Trade in Endangered Species of Wild Fauna and Flora (the Convention) and regulating international and interprovincial trade in animals and plants.

1. PREAMBLE

Whereas Canada is responsible for the administration of the WAPPRITTA:

Whereas the Yukon is responsible for the administration of the Yukon's Wildlife Act RSY 1986 C.178.

Whereas the WAPPRIITA authorizes the Minister of Environment to enter into agreement with the government of a province; or territory.

THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

In this memorandum:

“Conservation Officer” means conservation officer under the Yukon's Wildlife Act, but does not include an ex-officio Conservation Officer

“Canada” means Environment Canada.

“CWS” means Canadian Wildlife Service.

“First response function” means the preliminary collection of information and control of evidence by an officer who is the first to find someone committing an offence under the WAPPRIITA or to find evidence of such an offence.

“Enforcement Officer “ means a person designated with the necessary authority to carry out enforcement actions pursuant to the WAPPRIITA.

“Permitting Officer” means person designated with the necessary authority to issue permits under the WAPPRIITA.

3. OBJECTIVES

3.1 The objectives of this memorandum are:

- I) to ensure that the conservation and protection goals of the WAPPRIITA are fulfilled:
 - to conserve wild animals and plants in other countries by deterring the import of illegal wild specimens and by implementing the Convention.
 - to conserve indigenous wild animals and plants in accordance with federal, provincial and territorial laws, and
 - to prevent the introduction of designated harmful species;
- ii) to provide good service to the public;
- iii) to respect the existing mandates, roles and responsibilities of all involved agencies;
- iv) to coordinate policy development and program delivery;
- v) to avoid conflicting regulatory programs and duplication of effort;
- vi) to make administrative programs efficient; and
- vii) to provide a framework for harmonious working relationships among staff of the parties and for resolution of conflicts.

4. SCOPE AND APPLICATION

4.1 Each Party accepts responsibilities pursuant to this memorandum within the context of and in accordance with their respective legislative mandates as cited in the preamble.

5. ROLES AND RESPONSIBILITIES

- 5.1 The Yukon is responsible for management of indigenous species that are protected by its Wildlife Act and preventing the introduction of non-indigenous species regulated under the Wildlife Act considered potentially harmful to the ecosystems of the Yukon.
- 5.2 Canada will make the WAPPRIITA available to the Yukon as a means of contributing to the conservation objectives of the Wildlife Act.
- 5.3 With respect to controlling or preventing the import of wild animal and plant specimens for foreign conservation purposes and to implement the import provisions of the Convention, Canada will issue permits satisfying the WAPPRIITA. Canada is the normal lead under the WAPPRIITA for enforcement.
- 5.4 With respect to controlling or preventing the export of wild animal specimens from the Yukon which are subject to the Convention, the Yukon will issue permits satisfying the WAPPRIITA for all species that are protected by its Wildlife Act. Canada, or other federal agencies may issue permits for other species. The Yukon is the normal lead under the WAPPRIITA for enforcement related to species protected by its Wildlife Act. Canada is the normal lead under the WAPPRIITA for enforcement related to other species.
- 5.5 With respect to controlling or preventing the transport from one province or territory to another, or the export from Canada, of species that are protected by its Wildlife Act, the Yukon will issue permits satisfying the WAPPRIITA. The Yukon is the normal lead under the WAPPRIITA for enforcement.
- 5.6 With respect to controlling or preventing the import of species designated in regulations harmful to Canadian ecosystems, Canada will issue permits satisfying the WAPPRIITA. Canada is the normal lead under the WAPPRIITA for enforcement.
- 5.7 With respect to controlling or preventing the transport from a province or territory to the Yukon of species designated in regulation at the request of the Yukon as being harmful to Canadian ecosystems, the Yukon will issue permits satisfying the WAPPRIITA. The Yukon is the normal lead under the WAPPRIITA for enforcement.

- 5.8 Where the Yukon is the lead for enforcement and in consultation and with agreement from Canada and Department of Justice, where Canada is the lead for enforcement, prosecution may be initiated and conducted by territorial prosecutors, at the discretion of the Yukon in which case prosecution costs will be incurred by the Yukon.
- 5.9 All enforcement officers shall perform the first response function regardless of the enforcement lead designated above. The first responder will collect information and take care and control of evidence related to the alleged offence. If the first responder decides that immediate issuance of a ticket or appearance notice is the correct enforcement response to the alleged offence, the first responder shall issue the ticket or appearance notice. In other instances, the first responder shall refer the matter to the appropriate normal lead for enforcement.
- 5.10 With agreement of both parties, lead for enforcement may be assumed by either party. In Section 5.3 to 5.7, a reference to Canada or the Yukon as the normal lead under the WAPPRIITA for enforcement means enforcement activities will be carried out by enforcement officers employed by the government of Canada or the Yukon respectively.
- 5.11 When the Yukon would be the normal enforcement lead but enforcement action is required in areas outside of its jurisdiction, Canada may assist or ensure enforcement action is carried out, at the request of the Yukon.
- 5.12 Scientific advice required, for example during the issuance of a permit or the making of regulations, will be provided by the Yukon for species covered by the Wildlife Act. For other species, advice will be provided by Canada.
- 5.13 As a service to the public, Canada or the Yukon may at their discretion, issue a permit satisfying the WAPPRIITA on behalf of the other party, at the request of the responsible party, providing scientific advice has been obtained from that party.

6. CONFLICT RESOLUTION

6.1 Either party may initiate action for resolution of any conflicts or amendments to agreements:

	CANADA	YUKON
	Permitting	
1.	Federal Permitting Officer	Territorial Permitting Officer
2.	Director Program Planning and Integration, Environment Canada, CWS	Director, Field Services Branch
3.	Director General, Environment Canada, CWS	Assistant Deputy Minister
	Enforcement	
1.	Federal Wildlife Enforcement Officer	District conservation Officer
2.	Head, Wildlife Enforcement Division, Enforcement Canada	Manager, Enforcement and Compliance Field Services Branch
3.	Regional Director, Environment Canada	Director, Field Services Branch
4.	Regional Director General, Environment Canada	Assistant Deputy Minister

7. CONSULTATION

- 7.1 Canada will consult with the Yukon prior to publishing in Canada Gazette Part I and prior to consulting with the public, regulations to be made pursuant to the WAPPRIITA.
- 7.2 Where the Yukon requests, pursuant to subparagraphs 21(1)(c)(ii)(iii) or (iv) of the WAPPRIITA that a species be designated in regulations, Canada will be responsible for consultations nationally and the Yukon will be responsible for additional consultations if necessary in the Yukon.
- 7.3 Each party will consult with the other concerning proposed changes to policies and procedures relating to activities to which this memorandum applies, or that may affect fulfillment of responsibilities under this agreement.
- 7.4 Canada will consult with the Yukon before approving an import permit concerning a species regulated by the Yukon under its Wildlife Act.

8. PUBLIC AWARENESS AND PUBLICITY

- 8.1 In collaboration with other federal, provincial and territorial agencies, Canada will be responsible for public awareness activities nationally. The Yukon will be responsible for additional public awareness activities within the territory concerning the WAPPRIITA regulations made at the request of the Yukon.
- 8.2 The parties will consult regarding public communications respecting joint investigations or operations.

9. INFORMATION SHARING

- 9.1 So that each party is aware of the interests of the other and is better able to fulfill commitments pursuant to this memorandum, each party will, in a timely manner, provide the other with up-to-date information on matters relevant to this memorandum, including issues of existing or potential interests to the other, or of an administrative, scientific, compliance and enforcement nature. Enforcement information will only be shared on a need to know basis.

10. FINANCIAL CONSIDERATIONS

- 10.1 This memorandum defines in general terms the basis for cooperation and coordination between the parties for the management and administration of the WAPPRIITA. The memorandum does not create a financial obligation or serve as a basis for expenditure. Each party is responsible for the expenditure of its own resources relevant to its own policy objectives.
- 10.2 All revenue and proceeds realized by the Crown from the administration of the WAPPRIITA including, for example, permit fees, fines or proceeds from the disposition of abandoned or forfeited specimens, shall be paid to the agency or Government that under took the activity which resulted in the revenue or proceeds. The disposition of abandoned or seized specimens shall be according to the laws and policies administered by that agency.

11. SUPPLEMENTAL AGREEMENTS

- 11.1 The major areas of cooperation between the parties in fulfilling responsibilities under this memorandum may be enhanced by supplemental agreements between the parties.

12. ADMINISTRATION

- 12.1 The parties will designate working level contacts who will ensure and be responsible for the day-to-day administration of this memorandum.
- 12.2 Canada will designate conservation officers, as a class, as enforcement officers. This does not include ex-officio officers.
- 12.3 Canada will designate employees of the Yukon, as required, as permitting officers.
- 12.4 To ensure consistency and effectiveness in the administration of the WAPPRIITA, the parties will develop mutually acceptable training standards and programs for federal and provincial permitting officers and enforcement officers.
- 12.5 Canada shall provide individual copies of legislation in hard or electronic file including updates respecting the WAPPRIITA and regulations for all officers designated as enforcement officer.
- 12.6 Canada shall provide manuals or documents relating to permitting requirements for all persons or class of persons designated as permitting officers.

13. ANNUAL REVIEW, REPORTING AND RESULTS MEASURES

- 13.1 The parties will review, on an annual basis, the implementation of this memorandum and any supplement agreements.
- 13.2 The parties will develop mutually acceptable criteria for the measurement of results concerning achievement of the conservation and protection of objectives of this agreement and the fulfillment of obligations under it.
- 13.3 Each party will submit by March 31st each year, unless otherwise agreed, an annual summary concerning matters related to this agreement during the previous calendar year. The report shall include information as may be agreed to by the parties.


14. NON-DEROGATION

Nothing in this agreement between Canada and Yukon shall be construed so as to abrogate, derogate from, nor identify or define, any existing Aboriginal or treaty rights of the Aboriginal peoples of Canada under Section 35 of the Constitution Act, 1982.

EFFECTIVE DATE, AMENDMENT AND TERMINATION

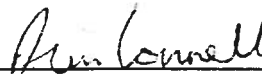
This memorandum becomes effective upon signature of both parties. It may be amended at any time by written agreement of the parties, and may be terminated by either party giving one hundred eighty days written notice to the other party.

SIGNATURE



Regional Director General,
Environment Canada

Date: 97.10.23



A/Assistant Deputy Minister,
Department of Renewable Resources
Government of Yukon

Date: Sept. 30, 1997