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**MEMORANDUM OF UNDERSTANDING**

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**BETWEEN**

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**HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Environment and Sustainable Resource Development (the "Department")**

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**AND**

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**WILD HORSES OF ALBERTA SOCIETY ("WHOAS"), a Society established pursuant to the laws of Alberta, and operating in the Province of Alberta**

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- Whereas the Department is responsible for the management of Alberta's feral Horse populations (the "Horses");
- And Whereas the Department established an advisory committee (the "Committee") to provide the Minister of the Department ("The Minister") with advice pertaining to a long-term strategy for the management of the Horses;
- And Whereas WHOAS wishes to undertake two initiatives, being an adoption project (the "Adoption Project") and contraception project (the "Contraception Project") to assist with the management of Horse populations (the Adoption Project and Contraception Project are collectively referred to as the "WHOAS Projects");
- And Whereas the Committee supports the WHOAS Projects being part of an overall Horse population management strategy;
- And Whereas the Department has agreed to work collaboratively with WHOAS in the implementation of the WHOAS Projects;

THEREFORE the parties do hereby agree as follows:

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**ITEM 1 - ADOPTION PROJECT**

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- (a) Subject to Item 1 (b) and commencing November 1, 2014, WHOAS will undertake and operate the Adoption Project. As a part of the Adoption Project, WHOAS will capture targeted, sub-adult, Horses, and make them available for adoption and/or other ownership transfer to interested parties.
- (b) To support the Adoption Project, the Department intends to issue to WHOAS, at its discretion, licenses as may be required to capture up to a specified number of Horses in an identified geographic area (see attached map)

- (c) The Department recognizes that the success of the Adoption Project is linked to WHOAS having the exclusive ability to capture Horses for the Adoption Project in the Adoption Project's identified geographic area.
  - i. Subject to its ongoing discretion, the Department intends to preclude the capture of Horses by other parties within the Adoption Project's identified geographic area.
  - ii. Both the Adoption and Contraception Projects will be conducted in the targeted area. WHOAS agrees that it will not capture for adoption any targeted mares.
- (d) WHOAS undertakes to provide suitable facilities to ensure the safe and proper care of captured Horses. WHOAS further undertakes to ensure that all Horses entering its handling facility will be examined by a licensed veterinarian, and that the handling of the Horses will comply with all applicable laws, regulations, and directives, as well as the terms of any applicable license.
- (e) WHOAS will target sub-adult Horses of both male and female genders for the purposes of the Adoption Project. Mature Horses, which are not targeted, will be released from the capture pens, and returned to the wild.
- (f) While acknowledging that the Department retains ultimate discretion in determining the conditions of any applicable licenses, WHOAS and the Department will work collaboratively to establish the:
  - i. Identified geographic area within which the Adoption Project Horses will be captured.
  - ii. Annual number of Adoption Project Horses to be captured.
  - iii. Gender and age of the Adoption Project Horses to be captured.
  - iv. The most appropriate time for the capture of Horses to be conducted. The Department will additionally consider permitting WHOAS to capture Horses outside of the identified time for the capture of Horses in limited circumstances, and on a case by case basis.
  - v. Parameters of Horse data collection, collation and reporting by WHOAS volunteers to support WHOAS' and the Department's Horse research and tracking efforts.
- (g) Pursuant to any applicable license, WHOAS undertakes that all targeted, sub-adult, Horses, which are captured under the Adoption Project, will be transferred to WHOAS' handling facility, and not returned into the wild. Captured Horses which are not targeted for capture under the Adoption Project will be returned to the wild.
- (h) WHOAS undertakes to provide to the Department, within sixty (60) days of the anniversary date of this MOU, an Annual Report of the Adoption Project, incorporating the following information:
  - i. The results of all health examinations conducted on the Horses.
  - ii. The number of Horses captured and identifying the number of captured Horse transferred to WHOAS' handling facility and the number of captured Horses returned to the wild.
  - iii. The age and gender of all Horses captured.
  - iv. The ultimate disposition of all Horses captured.
  - v. An evaluation of the Adoption Project against the following success measures:
    - I. The targeted number of sub adult Horses that were successfully rehomed.

2. The ability of the rescue facility to humanely and safely handle the process of gentling and rehoming sub adult Horses.
  3. Cost to WHOAS which include veterinary costs for castration of all colts.
  4. Lessons learned, for potential incorporation into any subsequent years of the Adoption Project, or any other related projects engaged in by the Department and/or WHOAS.
- vi. All information obtained by WHOAS including, but not limited to information pertaining to Horse populations, behavior, migration patterns, feeding habits, and encounters with wildlife and humans with the understanding that ownership of the information resides with WHOAS and cannot be distributed or published without the written consent of WHOAS and that such consent will not be unreasonably withheld.
  - vii. Such other information as the Department may reasonably require.
- (i) Within thirty (30) days of the provision of the Annual Report identified in Item 1 (d), the Department and WHOAS will jointly review the success of the Adoption Project.
  - (j) All capture licenses granted to WHOAS for the purposes of the Adoption Project shall be subject to all laws, regulations and rules pertaining to the capture and potential transfer of ownership of the Horses.

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## **ITEM 2 - CONTRACEPTION PROJECT**

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- (a) Subject to Item 2 (b), and commencing November 1, 2014, WHOAS will undertake and operate the Contraception Project for Horse population management, using the PZP-immuno-contraception vaccine.
- (b) To support the Contraception Project, the Department intends to issue to WHOAS, at its sole discretion, licenses as may be required to capture up to a specified number of Horses in an identified geographic area, for those targeted mares that may need to be captured and released as determined by WHOAS.
- (c) The Department recognizes that the success of the Contraception Project is linked to WHOAS having the exclusive ability to capture Horses for the Contraception Project in the Contraception Project's identified geographic area.
  - i. Subject to its ongoing discretion, the Department intends to preclude the capture of Horses by other parties within the Contraception Project's identified geographic area.
  - ii. Further to the above, WHOAS agrees that it will not capture for adoption any targeted mares.
- (d) The parties to this MOU acknowledge that qualified veterinarians will be collaborating with WHOAS in implementing the Contraception Project. Under the discretion of the WHOAS veterinary or designate any injured Horses under their care will be humanely euthanized if necessary.
- (e) As required by law, and any applicable licenses, WHOAS shall provide suitable equipment and facilities to ensure the safe and proper care of the Horses captured for the purposes of the Contraception Project.
- (f) While acknowledging that the Department retains ultimate discretion in determining the conditions of any applicable licenses, WHOAS and the Department will work collaboratively to establish the:

- i. Identified geographic area within which the Contraception Project will be administered.
- ii. Protocols for selecting the types Horses to be vaccinated, as well as the total annual number of Horses to be vaccinated. Discretion on vaccine use, numbers and demographics should remain the sole responsibility of WHOAS trained and certified personnel. For the first year, a minimum of 18 mares will be targeted.
- iii. The most appropriate time for the Contraception Project to be administered is the sole responsibility of the certified PZP WHOAS personnel and this will be decided working with department staff.
- iv. Parameters of Horse data collection, collation and reporting by WHOAS volunteers to support WHOAS' and the Department's Horse research and tracking efforts.

(g) The Contraception Project's operational plan is as follows:

- i. Vaccines will be applied to targeted mares by a team of certified volunteer vaccinators. These certified volunteer vaccinators will be certified through the PZP vaccination training program at the Science and Conservation Center in Billings, Montana.
- ii. The vaccination method will be via free range darting of targeted Horses which may or may not be baited into clearings with hay or salt.
- iii. Targeted Horses will receive an initial vaccine to be supplemented with boosters, if possible, as required, and at the discretion of WHOAS. Targeted Horses will be periodically exempted from vaccination to enable reproduction.
- iv. A volunteer, community-based, monitoring program will assist with the identification, tracking, data-gathering, and reporting of targeted Horses.
- v. WHOAS will provide logistical support in the form of trained volunteer field personnel and the necessary equipment as may be required.
- vi. Data obtained during the course of the Contraception Project will be collected and collated.

(h) WHOAS shall provide to the Department, within sixty (60) days of the anniversary date of this MOU, an Annual Report of the Contraception Project, incorporating the following information:

- i. The results of all health examinations conducted on the Horses by WHOAS veterinarian or designate.
- ii. The number, age, and location of all targeted Horses vaccinated.
- iii. An evaluation of the Contraception Project within the context of the following success measures:
  1. Successful vaccination of the targeted number of mares in the specified area.
  2. Successful monitoring and tracking of the mares and where possible document the number of Horses missing.

3. WHOAS will be responsible for the total costs, for the term of this MOU.
  4. Lessons learned, for potential incorporation into any subsequent years of the Contraception Project, or any other related projects engaged in by the Department and/or WHOAS.
  5. At the end of 5 years, be able to demonstrate on an individual basis the success of the PZP-immuno vaccination on suspending reproduction in wild Horse mares and demonstrate the long term application of this technique as it applies to wild Horse herd population control.
- iv. Information gathered by WHOAS volunteers including, but not limited to, information pertaining to Horse populations, behavior, migration patterns, feeding habits, and encounters with wildlife and humans with the understanding that ownership of the information resides with WHOAS and cannot be distributed or published without the written consent of WHOAS and that such consent will not be unreasonably withheld.
  - v. Such other information as the Department may reasonably require.
- (i) Within thirty (30) days of the provision of the Annual Report identified in Item 2 (e), the Department and WHOAS will jointly review the success of the Contraception Project.
  - (j) Any capture licenses granted to WHOAS for the purposes of the Contraception Project shall be subject to all laws, regulations and rules pertaining to the capture of the Horses.

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### **ITEM 3 - WHOAS RESOURCES AND COSTS**

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- (a) WHOAS shall be responsible for the securing and retention of all resources, volunteers and employees, including any required training, and all costs it may require and/or incur in establishing, implementing and sustaining the WHOAS Projects.
- (b) Any capture licenses issued to WHOAS as a requirement of the WHOAS Projects identified in this MOU will be issued to WHOAS by the Department at no cost.

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### **ITEM 4 - RESPONSIBILITY FOR HORSE AND LAND MANAGEMENT**

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- (a) WHOAS agrees that while the WHOAS Projects may prove to be effective methods of controlling the feral Horse population in Alberta, the Department, at its sole discretion, may pursue alternative Horse management strategies both within any areas that have been designated for the implementation of the WHOAS projects and throughout the Province.
- (b) Nothing in this MOU is to be interpreted as changing or preventing current land uses in any areas designated for the implementation of the WHOAS Projects. The Department will consider additional requests by WHOAS for access to restricted areas in furtherance of the WHOAS Projects.

- (c) The Department agrees to provide WHOAS with such information and data as may be reasonably required to support the WHOAS projects, including, but not limited to annual feral Horse count information and maps of various features of the project.

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**ITEM 5 - WHOAS PROJECT PLANS**

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- (a) Concurrent with the preparation and submission of the annual reports provided for in Items 2 (e) and 3 (f), WHOAS shall submit Adoption Project and Contraception Project plans for the coming year. If the Department objects to a proposed plan, it shall notify WHOAS of its objections in writing within 30 days of the receipt thereof. WHOAS shall address the Department's objections to its satisfaction and submit a revised plan (or plans) to the Department for approval within 30 days of the receipt of the Department's objections.

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**ITEM 6 - DELEGATION BY DEPARTMENT**

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- (a) The Department may delegate any duties, powers, or functions in relation to the provisions of this MOU to any employee or employees of the Department.
- (b) The Department designates and appoints the Section Head for the Rangeland Integration Section, located in Edmonton, Alberta, Department of Environment and Sustainable Resource Development as its representative for the purposes of this Agreement.
- (c) The Department shall notify WHOAS in writing of any change with respect to the designation in Item 7 (b).

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**ITEM 7 - OCCUPATIONAL HEALTH AND SAFETY**

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- (a) WHOAS shall inform itself, and cause its employees, contractors, agents and volunteers to inform themselves, regarding their respective legal responsibilities under the Occupational Health and Safety Act, Regulation and Code, as may be amended from time to time.
- (b) WHOAS acknowledges and agrees it is the "prime contractor" as that term is defined in the *Occupational Health and Safety Act*, Regulation, and Code. WHOAS assumes all responsibilities of the prime contractor and shall as a condition of this Agreement ensure compliance with the *Occupational Health and Safety Act*, Regulation and Code by WHOAS, its employees, contractors, agents and volunteers as defined in the *Occupational Health and Safety Act*.
- (c) WHOAS agrees any injury or damage of a serious nature resulting from WHOAS' operations in respect of this Agreement, to any person or property, and which comes to the attention of WHOAS, shall be reported to the Department immediately. If required by the Department, WHOAS shall complete a report on such injury or damage and provide it to the Department. WHOAS shall require its employees, contractors, agents and volunteers to report to WHOAS any such injury or damage.

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**ITEM 8 - INSURANCE**

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- (a) WHOAS shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain a policy of General Liability Insurance, in accordance with the *Insurance Act*, R.S.A. 2000, c. I-3, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
- (b) WHOAS shall provide the Department with evidence of insurance prior to the signing of this MOU and shall promptly provide the Department with a certified copy of the policy. The policy shall be endorsed to provide the Department with 30 days advance written notice of cancellation or material change restricting coverage.
- (c) WHOAS shall require and ensure each contractor hired by the WHOAS to do any type of work pursuant to this MOU maintains liability insurance comparable to that required above.

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#### **ITEM 9 - INDEMNITY**

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- (a) WHOAS agrees to indemnify and hold harmless the Department from any and all claims, demands and action, including third party claims, demands and actions, and all associated legal fees on a solicitor and own client basis, resulting from WHOAS' operations in respect of this MOU:
  - i. for which WHOAS is legally responsible including, without in any way limiting the generality of the foregoing, those arising out of negligence, wilful harm or crimes by WHOAS, its employees, contractors, agents and volunteers; or
  - ii. that may arise from any act or omission of WHOAS, its employees, contractors, agents and volunteers.
- (b) This indemnity shall survive the withdrawal of this MOU.
- (d) WHOAS acknowledges and agrees that the Department assumes no responsibility for any personal or bodily injury, or any damage to property that may be suffered or sustained by anyone as a result of WHOAS' operations in respect of this MOU.

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#### **ITEM 11 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

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- (a) WHOAS acknowledges and agrees the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, applies to all information and records provided by WHOAS to the Department and to any information and records which are in the custody or under the control of the Department. WHOAS acknowledges and agrees that Part 2 of the *Freedom of Information and Protection of Privacy Act* applies to WHOAS during the term of this MOU.

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#### **ITEM 12 - NOTICES**

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- (a) Any notice or document required to be served pursuant to this MOU shall be in writing and delivered to the address noted below or the address in Alberta substituted by written notice:

i. to the Department:

Address: Environment and Sustainable Resource Development  
Rangeland Integration Section  
4th Floor, Great West Life Building  
9920-108 Street  
Edmonton, Alberta  
T5K 2M4

Attention: Ms. Helen Newsham, Section Head

ii. to WHOAS:

Address: Wild Horses of Alberta Society  
Box 70022  
Olds, Alberta  
T4H 0A3

Attention: Mr. Bob Henderson, President

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**ITEM 13 - AMENDMENT PROCESS**

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- (a) This MOU may be amended from time to time upon the written agreement of the Department and WHOAS.

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**ITEM 14 - COMMENCEMENT AND WITHDRAWAL**

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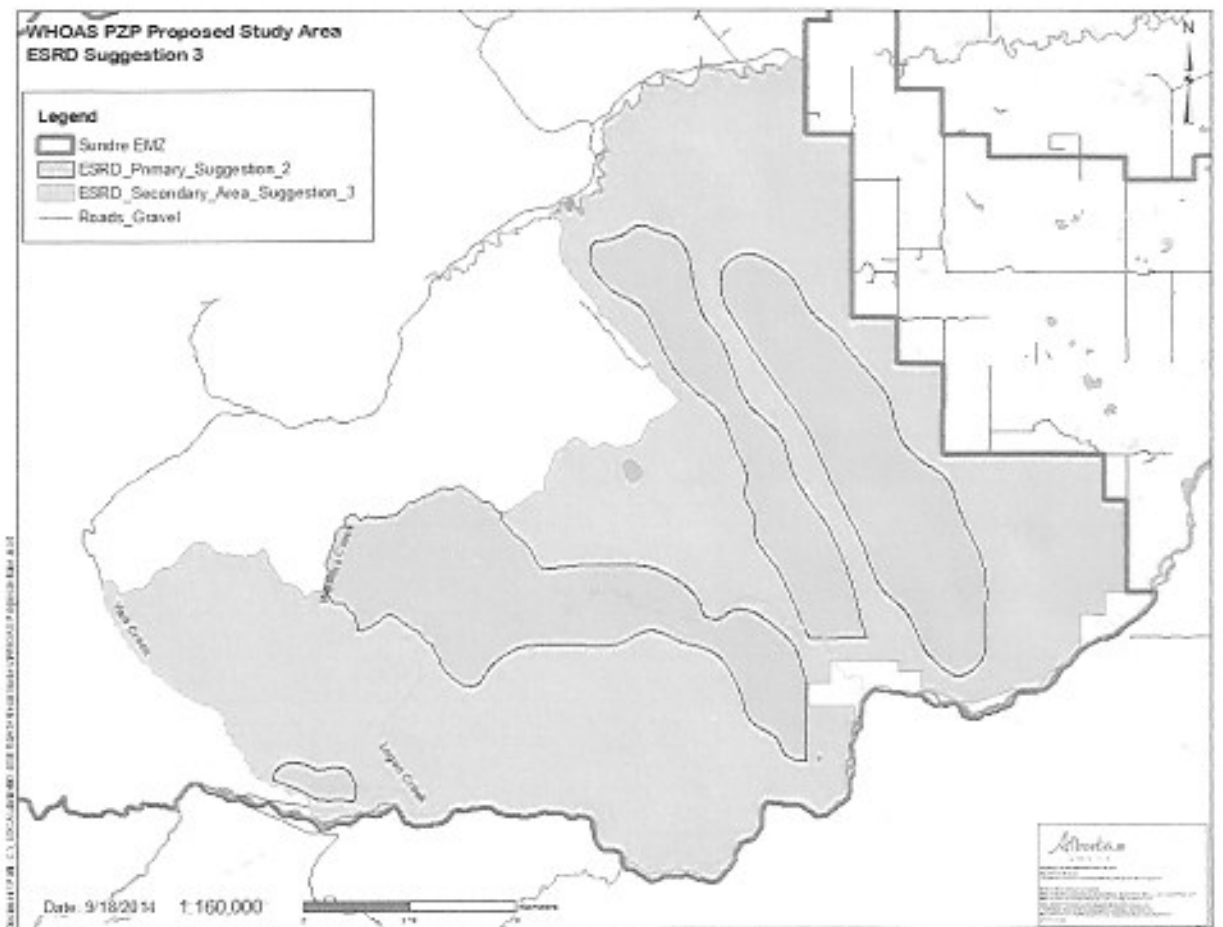
- (a) This MOU commences on November 1, 2014, and is withdrawn on September 30, 2019 unless mutually extended by the parties.
- (b) This MOU may be withdrawn at any time upon mutual agreement of the Department and WHOAS or, alternatively, 60 days after written notice is provided by either party.

**IN WITNESS WHEREOF** the parties to this Memorandum of Understanding have set their

signatures this 30th day of October, 2014.

HER MAJESTY THE QUEEN  
in right of the Province of Alberta,  
as represented by the Minister of  
Environment and Sustainable Resource Development





*Memorandum of Understanding between  
Alberta Environment and Sustainable Resource Development and the Wild Horses Society of  
AlbertaWHOAS MOU V II oct\_27\_2014*