

**Canadian Boreal Forest Agreement
May 12, 2010**

BETWEEN

The Canadian Boreal Initiative, Canadian Parks and Wilderness Society, David Suzuki Foundation, Forest Ethics, Greenpeace, Canopy, The Nature Conservancy, Pew Environment Group International Boreal Conservation Campaign, The Ivey Foundation (hereafter referred to as the "ENGOS")

AND

AbitibiBowater Inc., Alberta-Pacific Forest Industries Inc., AV Group, Canfor Corporation, Canfor Pulp Limited Partnership, Cariboo Pulp & Paper Company, Cascades Inc., Daishowa-Marubeni International Ltd., F.F. Soucy Inc., Howe Sound Pulp and Paper Limited Partnership, Kruger Inc., Louisiana-Pacific Canada Ltd., Mercer International, Mill & Timber Products Ltd., NewPage Corporation, Papier Masson Ltée, SFK Pâte, Tembec, Tolko Industries Ltd., West Fraser Timber Co. Ltd., and Weyerhaeuser Company Limited (hereafter referred to as the "FPAC Members")

AND

The Forest Products Association of Canada (hereafter referred to as the "FPAC")

WHEREAS

- A. The world's boreal forests, including those in Canada, are ecologically significant and important natural capital assets in a local, regional, national, and global context.
- B. Canada's boreal forests are economically and socially significant in a local, regional, national and international context.
- C. Canada's forests are culturally important to all Canadians, and sustain important spiritual, aesthetic, and recreational values.
- D. Canada's boreal forests are uniquely important to Aboriginal Peoples and are a vital part of the cultural, spiritual, economic and social relationships between Aboriginal communities and their traditional lands.
- E. Canada's boreal forests are rich in biodiversity and contain critical habitat for a number of species at risk, including species such as the threatened woodland caribou.

- F. Ecological integrity, a strong economy, and a strong social fabric are directly linked and one is not possible without the others.
- G. Biodiversity, critical habitat for species at risk, and forest health *(will) are likely to face* increasing challenges from climate change and the cumulative impacts of multiple industrial activities (including forestry, oil and gas exploration and development and mining).
- H. Management of forest resources in a sustainable manner ensures maintenance of biodiversity, critical habitat for species at risk, and forest health.
- I. Canada's boreal forests also represent important carbon stores and sinks and activities such as conserving and enhancing carbon stocks through forest conservation (both protection and management) can play an important role in terms of climate change adaptation and mitigation.
- J. From a carbon mitigation perspective, forest products produced from timber harvested in an ecologically responsible manner are preferred materials relative to other more energy intensive products such as concrete, steel, and plastic.
- K. A carbon constrained future and shifting energy prices are likely to result in a shift in societal, economic and environmental valuation of forests.
- L. Canada's forest sector is currently facing unprecedented financial challenges that limit the sector's ability to accommodate further constraints.
- M. The members of the Forest Products Association of Canada seek a package of competitiveness measures and marketplace solutions from ENGOs that positions them for future success within the context of a global marketplace.
- N. ENGOs seek solutions that conserve Canada's boreal forests in a world threatened by climate change and declining biodiversity.
- O. FPAC/FPAC Members and ENGOs have a history of successful collaboration with each other on a variety of public policy issues.
- P. FPAC, FPAC Members and ENGOs wish to put aside traditional differences, build on past collaboration, and pursue a shared desire for a renewed and world-competitive sustainable forest sector, robust northern communities, vibrant wilderness, and a healthy, fully functioning boreal ecosystem.
- Q. FPAC, FPAC Members and ENGOs wish to demonstrate leadership in developing and implementing a globally significant model for conservation and resource management in Canada's boreal forests in a manner that sets the stage for joint action in relation to both boreal forest conservation and forest sector competitiveness.

FPAC, FPAC MEMBERS AND PARTICIPATING ENGOS AGREE AS FOLLOWS (Effective As Of May 18, 2010):

DEFINITIONS

1. In this Memorandum of Understanding, the following terms have the following meaning:
 - a) "Active adaptive management" involves an explicit recognition of uncertainty about the outcome of some management activities and the need to learn by doing that includes careful observation of the effects to guide change over time. In most cases, this would involve (a) testing alternative management in controlled environment; (b) monitoring the alternative practices against both a conventional practices and a natural condition baseline; (c) analyzing results against stated performance objectives and documents unexpected ancillary effects; and (d) deciding whether to adapt - adaptation occurs upon reasonable indication of performance against the objectives where there are no unexpected ancillary effects, or when any encountered are documented and deemed acceptable;
 - b) "Best available information" means all existing information that is pertinent to the implementation of the CBFA, including scientific knowledge, aboriginal traditional knowledge, and community knowledge, that has been subjected to appropriate quality controls (e.g. the most rigor in observation and/or analysis; most locally applicable; most comprehensive in terms of number of observations and/or extent of history of observations; and subjected to peer review) and can be obtained from literature sources or from the holders of the information. Information that is not in the literature, that is kept secret by its holders, or that cannot be located following a reasonably diligent search, cannot be included in reports;
 - c) "Boreal Zone" is defined as the broad, circumpolar vegetation zone of high northern latitudes covered principally with forests and other wooded land consisting of cold-tolerant trees species primarily within the genera *Abies*, *Larix*, *Picea*, or *Pinus* but also *Populus* and *Betula*; the zone also includes lakes, rivers, and wetlands, and naturally treeless areas such as alpine areas on mountains, heathlands in areas influenced by oceanic climatic conditions, and some grasslands in drier areas¹;
 - d) "Caribou Action Plan" means CBFA Proposed Caribou Action Plans, Government Caribou Action Plans, government caribou action plans that have not yet been formally approved, and any proposed multi-stakeholder caribou action plans;
 - e) "CBFA Proposed Caribou Action Plan" means a caribou action plan that has been developed between ENGOS and FPAC/FPAC Members under Goal 3, Section 8(f);
 - f) "CBFA Proposed Protected Area" means a protected area proposal that has been jointly developed by FPAC Members and ENGOS under Goal 2, Section 5(d);

¹ This definition and the boundaries it traces are based on Brandt, J. P. (2009). "The extent of the North American boreal zone," *Environmental Review* (17): 101-161.

- g) "ENGO Advocacy Work" means any advocacy or communication activities by ENGOs that are generic and/or global in scope that seek as their primary intent to inform and mobilize individuals and organizations on the importance of the conservation of forest ecosystems and services including boreal forest ecosystems and services, and/or to encourage individuals and organizations to take actions that will ensure this objective is met – this will include activities such as engagement of wood and paper customers/consumers globally about the importance of forest ecosystems and their role in helping conserve them and working with wood and paper customers/consumers on developing and implementing environmental initiatives; and actions such as actions in the market place to promote FSC, promote protection and conservation of species at risk, promote improved wood and paper recovery and use of recycled forest products, promote agriculture residue and other potential low impact alternatives, promote use reduction, raise awareness of biodiversity conservation issues, and raise awareness and promote solutions in relation to climate change;
- h) "Ecosystem-based management" or "EBM" means management systems that attempt to emulate ecological patterns and processes, with the goal of maintaining and/or restoring natural levels of ecosystem composition, structure and function within stands and across the landscape;
- i) "ENGOS" includes ENGOs who are signatories to this agreement and environmental organizations who become parties to this agreement as provided for in Section 32;
- j) "FPAC Member" includes FPAC Members who are signatories to this agreement, new members who join FPAC after the date of the agreement as provided for in Section 29, and other forest sector participants who become parties to this agreement as provided for in Section 32;
- k) "Full Implementation of the Ecological Elements of the CBFA" occurs once full implementation of Goal 1 has taken place and once Government Designated Protected Areas and Government Caribou Action Plans have been established in a manner consistent with the CBFA Proposed Protected Areas and CBFA Proposed Caribou Action Plans; "Full Implementation of Goal 6" occurs once the Milestones associated with Goal 6 have been fully achieved;
- l) "government" means the federal government, a provincial or territorial government, a legally recognized aboriginal government, or a body established by legislation or agreement between governments which exercises legal authority in respect of land use, conservation or resource management decisions that directly affect the implementation of the CBFA;
- m) "Government Caribou Action Plan" means a caribou action plan that has been formally approved by a provincial government;
- n) "Government Designated Protected Area" means a protected area that has been formally approved by a provincial or federal government;
- o) "Independent Progress Report" has the meaning given to it in Schedule "B", Section 3
- p) "Independent Science Advisory Team" or "ISAT" means the independent science advisory team established under Section 13(e);
- q) "Milestones" means those milestones listed in Schedule "B" as may be amended by the parties from time to time;

- r) "Practicable" means to make all reasonable efforts to comply in a fashion that is feasible (in a ecological, economical, social and political sense) or workable;
- s) "Precautionary approach" means that where there are threats of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason for postponing cost-effective measures to prevent environmental degradation;
- t) "Protected area" means a clearly defined geographical space, recognized, dedicated and managed, through appropriate legal designation, to achieve the long-term conservation of nature with associated ecosystem services and cultural values, permit traditional aboriginal activities, and exclude industrial activities;
- u) "Substantial Completion of the Ecological Elements of CBFA" occurs once full implementation of Goal 1, implementation of jointly developed proposals for protected areas to the extent practicable without the need for government approval as provided for under Goal 2, Section 5(f), and implementation of CBFA Proposed Caribou Action Plans to the extent practicable without the need for government approval under Goal 3, Section 8(h) have all been achieved.
- v) Except where otherwise specifically noted, each reference herein to an action to be undertaken jointly, collaboratively, in a coordinated way, by working together, by agreement, etc., means an action to be undertaken between FPAC/FPAC Member(s) on one hand and ENGOs on the other hand, but not between FPAC Members; and
- w) Except where otherwise specifically noted, each reference herein to information sharing, collection or gathering, transparency, the provision of advance notice of actions (e.g. under Section 23), etc., means such an action that takes place between FPAC/FPAC Member(s) on one hand and ENGOs on the other hand, but not between FPAC Members.

GENERAL

2. This agreement has been entered into under the Terms of Reference Re: CBFA Implementation agreed to by FPAC, FPAC Members and ENGOs and relevant provisions of those Terms of Reference are deemed to be incorporated into this agreement.
3. The individual components of this document need to be read in context of all of the elements of the agreement taken together and, in particular, the detail attached as Schedule "A".

GOAL

4. A jointly supported outcome that is viewed as a globally and nationally significant precedent for boreal forest conservation and forest sector competitiveness and results in Canada being recognized as a world leader in conservation and protection of boreal biodiversity and forest products from FPAC members being recognized as a climate-friendly choice in the marketplace and the preferred global source of supply of sustainable forest products.

CORE ELEMENTS OF THE AGREEMENT

5. The CBFA is designed to achieve six strategic goals. These are:
 - a) World-leading 'on the ground' sustainable forest management practices based on the principle of ecosystem based management, active adaptive management, and third party verification;
 - b) The completion of a network of protected areas that, taken as a whole, represents the diversity of ecosystems within the boreal region and serves as ecological benchmarks;
 - c) The recovery of species at risk within the boreal forests including species such as boreal caribou;
 - d) Reducing GHG emissions along the full life cycle from the forest to end of product life;
 - e) Improved prosperity of the Canadian forest sector and the communities that depend upon it; and
 - f) Recognition by the market place (e.g. customers, investors, consumers) of the CBFA and its implementation in ways that demonstrably benefit FPAC members and their products from the boreal².
6. Each of the above six strategic goals, and how they are to be achieved, is described in greater detail in Schedule "A".

RELATIONSHIP WITH GOVERNMENTS

7. The work that will be undertaken by FPAC, FPAC Members, and ENGOS under the Canadian Boreal Conservation Agreement is not intended to take the place of or usurp any existing or future government processes that address similar issues. Where there is overlap, work under the agreement is intended to run parallel to and contribute in a positive manner to such processes. FPAC, FPAC Members, and ENGOS recognize that the legal responsibility and authority for land use decisions and conservation and resource management policy rests with governments, and that successful implementation of many aspects of the agreement will require the support and/or actions by governments and the support of a broad array of interests including communities.

RIGHTS, TITLE, INTERESTS AND ASPIRATIONS OF ABORIGINAL PEOPLE AND THEIR GOVERNMENTS

8. FPAC, FPAC Members, and ENGOS recognize that aboriginal peoples have constitutionally protected aboriginal and treaty rights and title as well as legitimate interests and aspirations. The agreement is intended to be without prejudice to, and in accordance with, those rights and title. FPAC, FPAC Members, and ENGOS believe both successful forest

conservation and business competitiveness require effective involvement of aboriginal peoples and their governments and both are committed to such involvement taking place in a manner that is respectful of and engages these aboriginal rights, title, interests and aspirations.

RELATIONSHIP WITH FOREST COMMUNITIES

9. FPAC, FPAC Members and ENGOs recognize that there is a correlation between the health of forest dependent communities and the ongoing sustainability of both boreal forest ecosystems and the forest sector. In implementing the CBFA, FPAC, FPAC Members and ENGOs are committed to proactively addressing the interests of forest dependent communities in a respectful manner.

GUIDING PRINCIPLES AND IMPLEMENTATION OF THE CBFA

10. In moving forward and implementing the CBFA, FPAC, FPAC Members, and ENGOs will always seek to concurrently achieve both high degrees of social and economic prosperity (e.g. operational viability, employment certainty, cost competitiveness, profitability) and high degrees of ecological integrity (e.g. low ecological risk, fully functioning ecosystems) and, in doing so will be guided by the need to ;
- a) Base strategies and outcomes on the best available science and information;
 - b) Where there are two or more potential outcomes that are ecologically equivalent, select the one that, first, minimizes overall social and economic impacts at a regional/provincial/federal level and, second, minimizes disproportionate timber supply effects between regions and/or between FPAC Members;
 - c) Where there are two or more potential outcomes that are equivalent in terms of the overall social and economic impacts between regions, or between FPAC Members, select the one that is most ecologically effective;
 - d) Adopt a precautionary approach while providing for continuous improvement through a process of active adaptive management;
 - e) Minimize, mitigate and/or otherwise address the impact of new actions on wood supply and costs; and
 - f) Recognize that in some circumstances the need to address forest health and protection regulations or requirements (e.g. to address occurrences such as fire, insect infestation and disease) may take precedence over actions agreed to under this agreement (including voluntary or temporary) in a manner consistent with the provisions of the CBFA (e.g. Goal 3 Sections 13 (h) and 13 (j)).
11. In moving forward with this initiative and implementing the CBFA, FPAC, FPAC Members, and ENGOs are committed to:
- a) Jointly developing and agreeing on such further principles, processes, criteria and timelines as are desirable to achieve the core elements of the agreement outlined in this agreement;

- b) Where appropriate jointly advocating for appropriate government processes to be established where they do not exist and, where they do, to work together to promote the completion of those processes in a timely manner;
 - c) For each of the core elements of the agreement, working diligently together to expedite the development, completion and implementation of joint processes and joint products and outcomes on priority issues based on agreed upon principles, processes, criteria and timelines that will engender broad based support;
 - d) Developing such products and outcomes in a collaborative, constructive, interest-based manner through candid exchanges of perspectives and creative identification of options for mutual gain;
 - e) For issues that fall within provincial jurisdiction, using such products and outcomes as input into relevant government processes and jointly advocating for their adoption and implementation;
 - f) Being transparent in process and information sharing while recognizing the need for confidentiality in relation to information that may be proprietary or particularly sensitive in nature;
 - g) Setting realistic short and long-term goals and measuring performance; and
 - h) Jointly seeking new sources of funding to build enhanced capacity within both the FPAC membership and participating ENGOs required to implement these commitments.
 - i) Recognizing and celebrating progress achieved to date and in the future;
 - j) Maintaining a focus on on-the-ground action and results
 - k) Restricting actions and initiatives under this agreement to the Boreal Zone unless a joint decision to the contrary is made; and
 - l) Taking individual and collective responsibility for success.
12. In moving forward with this initiative and implementing the CBFA, FPAC, FPAC Members, and ENGOs acknowledge that in seeking to identify outcomes that will engender broad based support, FPAC, FPAC Members, and ENGOs will each vigorously assert their interests and may not always be able to agree on outcomes that can be jointly supported - where this is the case they will pursue a positive and constructive approach to resolving disputes under Section 19 and communicate around such circumstances in a manner consistent with the communications plan established under Section 20.

BEST AVAILABLE INFORMATION

13. FPAC, FPAC Members, and ENGOs agree that in making decisions associated with the Canadian Boreal Conservation Agreement the objective is to base decisions on best available information -- in doing so:
- a) FPAC, FPAC Members, and ENGOs will transparently distinguish between the information required to make decisions vs. what decisions should be made on the basis of such information (i.e. the role of information is to inform decisions, not dictate them);
 - b) FPAC, FPAC Members, and ENGOs agree that best available information on any particular issues is either information (e.g. a particular scientific study) that FPAC Members/ENGOs agree constitutes best available information on that issue, or

information on an issue that has been developed by scientists and researchers mutually agreed to by FPAC, FPAC Members, and ENGOs on the basis of terms of reference mutually agreed to;

- c) FPAC, FPAC Members, and ENGOs agree information used to make decisions should be collected and/or developed independent of social or political considerations or discussions on tradeoffs; and
- d) Wherever possible, FPAC, FPAC Members, and ENGOs will look for opportunities to gather required information from existing sources, and as necessary involve other institutions or organizations in information gathering, research, and developing funding capacity.
- e) FPAC, FPAC Members, and ENGOs agree to jointly establish an Independent Science Advisory Team, based on the mutually agreed to terms of reference attached as Schedule "C" to assist with and coordinate the collection and/or development of best available information required to inform decisions that will need to be made in the implementation of the CBFA; and
- f) FPAC, FPAC Members, and ENGOs agree that the Independent Science Advisory Team may include a number of sub-panels to deal with specific topic matters.

ACCOUNTABILITY AND MILESTONES

- 14. FPAC, FPAC Members, and ENGOs agree that successfully implementing the CBFA will be facilitated by establishing and periodically measuring progress against a limited number of milestones as described in Schedule "B" ("Project Management Milestones") that can be used for both project management purposes and for internal and external accountability purposes.
- 15. FPAC, FPAC Members, and ENGOs will establish joint forums (e.g. customer and investor update group) and other mechanisms for providing regular updates to both the marketplace and other stakeholders on progress achieved in implementing the CBFA. These updates will be based on progress measured against the Project Management Milestones as described in Schedule "B".

PERIODIC REVIEW AND UNFORSEEN CIRCUMSTANCES

- 16. FPAC, FPAC Members, and ENGOs agree that both this agreement as well as products produced pursuant to this agreement should be periodically reviewed to address new information and/or changing circumstances as follows:
 - a) A general review will be conducted in the one month period preceding the anniversary date of the CBFA;
 - b) The purpose of this review is to:
 - i) identify new information or changing circumstances that has the potential to significantly impact the interests of either FPAC Members or ENGOs or significantly impact the ability of the parties to effectively and efficiently implement the CBFA or related documents; and

- ii) identify/brainstorm potential revisions to the CBFA or related documents to address such new information or changing circumstances in a manner consistent with the spirit and intent of the CBFA and related agreements.
17. In the event of unforeseen circumstances that significantly impact the interests of either FPAC Members or ENGOs, FPAC/ENGOs will immediately engage in good faith problem solving discussions with the objective of identifying ways to address such unforeseen circumstances in a manner consistent with the spirit and intent of the CBFA and related agreements.
18. No changes will be made to the CBFA and related documents as a result of new information, changing circumstances or unforeseen circumstances unless agreed to by FPAC, FPAC Members, and ENGOs.

DISPUTE RESOLUTION

19. In the event a disagreement arises in relation to what has been agreed to by the parties, or on how to deal with an issue that arises within the context of implementation of the CBFA and related documents, the following will apply:
- a) The parties to the disagreement will use best efforts to resolve the disagreement through interest based discussions;
 - b) In dealing with issues that arise in the context of seeking agreement on actions required to implement the CBFA or related documents, the parties to the disagreement will strive to do in a manner consistent with the spirit and intent of the discussions resulting in the part of the CBFA or related document being implemented;
 - c) If requested by the other, each party to the disagreement will describe in writing the issue in dispute from their perspective, how they propose that the issue be addressed, and how/why that proposal addresses the issue;
 - d) In event that the disagreement is not resolved through the interest based discussions as described the above, parties to the disagreement will give consideration to using one or more of the following approaches:
 - i) Referring the issue to the CBFA Steering Committee to problem solving/trouble shoot the issue with the objective of identifying potential solutions that can be considered by the parties to the disagreement;
 - ii) Referring the issue to a group of non-involved peers to problem solve/trouble shoot the issue with the objective of identifying potential solutions that can be considered by the parties to the disagreement;
 - iii) Referring the issue to formal mediation using a mutually agreed to mediator; and
 - iv) Requesting a mutually agreed to third party to make non-binding recommendations on how to address the issue.

COMMUNICATION

20. All joint and individual public communication on the CBFA (e.g. communications with governments, aboriginal communities, communities, the marketplace, key boreal forest stakeholders) will take place in a manner consistent with the mutually agreed-upon communications plan developed under Sections 21 and 22 of the CBFA Terms of Reference Re: Implementation;
- a) The expectation is that the communications plan will provide for public communication to be consistent with the spirit and intent of the CBFA and the key messages developed as part of the communications plan and address/govern things such as the content/use of websites, customer updates, press releases, editorial and other forms of public communication; and
 - b) except as otherwise explicitly provided for in the CBFA and related documents, any external communication regarding the CBFA will only include the name and logo of parties to the CBFA with advance written approval from them.
21. FPAC, FPAC Members, and ENGOs will inform and seek support from governments, aboriginal communities, communities, and key boreal forest stakeholders based on a mutually agreed upon engagement strategy developed under Section 15 of the CBFA Terms of Reference.

THE ROLE OF GOVERNMENTS

22. FPAC, FPAC Members, and ENGOs believe the likelihood of each CBFA being successfully implemented will be enhanced/facilitated if governments undertake the following specific actions and, as such, will encourage them to do so:
- a) Implementation of the actions outlined in the core elements of the CBFA (as outlined in Schedule "A") on forest management practices, protected areas, species at risk recovery, climate change, forest sector prosperity, and recognition in the market place;
 - b) Implementation and resourcing integrated processes to achieve the completion and implementation of a network of protected areas for the boreal and the completion and implementation of caribou action plans as described in the Schedule "A" Goals 2 and 3 and, in doing so:
 - i) design such integrated processes in a manner that is consistent with the principles, process and criteria described in Schedule "A" Goals 2 and 3 ; and
 - ii) request and encourage the active, committed and constructive participation of other forest sector members, other resource sectors, Aboriginal communities and local communities within such integrated processes;
 - c) Reviewing existing protected areas and caribou action plans with the objective of making them consistent with products produced under the CBFA; and
 - d) Committing to make available sufficient capacity to ensure the successful implementation of the agreement and the realization of its full potential.

NO SURPRISES

23. FPAC, FPAC Members, and ENGOs will seek to provide the other with advance notice of any activities that may be viewed by the other as particularly sensitive within the context of the relationship established by the CBFA and the work that needs to be undertaken together in implementing the CBFA (e.g. release boreal focused reports, initiation of new advocacy campaigns, pursuit of forest certification):
- a) Unless otherwise agreed, such advance notice will be considered confidential information;
 - b) The intent of such advance notice is to provide an opportunity for the other party to identify specific sensitivities or concerns and for the relevant parties to engage in a problem solving discussion in relation to sensitivities or concerns;
 - c) No party is obligated to change its intended course of action as a result of such problem solving discussions;
 - d) The amount of advance notice will vary depending on the circumstances – while the intent is to provide sufficient advance notice to permit the problem solving contemplated under paragraph (b), it is recognized that there are some time sensitive circumstances where this will not always be possible and in these circumstances, notice will be provided as soon as reasonably possible; and
 - e) Parties recognize that some activities are confidential and/or sensitive business activities and may preclude either party from providing such advance notice.

TENURES GOVERNED BY THE CBFA

24. As of the effective date of the CBFA, FPAC, FPAC Members, and ENGOs agree that the tenures that fall within the scope of the CBFA based on Sections 24 and 25 are those listed in Schedule "D".
25. For new tenures acquired by an FPAC Member, or where a new member joins FPAC, the CBFA is intended to apply to tenures that fall wholly or, subject to Section 26, partially within the Boreal Zone.
26. For new tenures acquired that fall partially, but not wholly within the Boreal Zone, the decision on whether such tenure falls within the scope of the CBFA will be based on a consideration of the following criteria:
- a) the degree to which the tenure falls within the Boreal Zone
 - b) the degree to which the management regime for the forest within the tenure is based on boreal silviculture and landscape management principles;
 - c) the amount of caribou range within the tenure; and
 - d) the degree to which timber harvested from the tenure in question will, when manufactured, be mixed with timber that is harvested from tenures that the CBFA applies to such that it makes it difficult to differentiate which products will come from CBFA tenures and which products will come from non-CBFA tenures.

TENURES ACQUISITIONS AND/OR DISPOSITIONS

27. Where a FPAC member acquires a new tenure that, based on Section 24 and Section 25, falls within the scope of the CBFA, that tenure will be subject to the CBFA subject to the following:
- a) Within three months of acquiring the tenure, the FPAC Member will assess its tenure to determine how best to align activities associated with that tenure with overall implementation of the CBFA and meet with ENGOS to discuss its plans in this regard;
 - b) Within three months of acquiring the tenure, the FPAC Member and ENGOS will also determine if interim action in relation to caribou is required in relation to that tenure (based on a consideration of the overall status of caribou action planning in relation to that tenures at that time) and, if so, finalize mutually agreeable arrangements in this regard in a manner that is guided by the spirit and intent of Goal 3 Sections 13 to 14 and consistent with the overall status of caribou action planning in relation to that tenure at that time;
 - c) For those actions FPAC Members have committed to undertake pursuant to the CBFA, the amount of time to achieve those actions in relation to a new tenure acquired by a FPAC member will be determined by that FPAC Member and ENGOS on a case by case basis.
28. Where a FPAC Member sells or relinquishes a tenure that falls within the scope of this agreement, or enters into an agreement that results in the FPAC member no longer having management control of the tenure, such tenure will no longer fall within the scope of the CBFA subject to the following:
- a) The FPAC Member holding the relevant tenure will provide ENGOS with as much advance notice as reasonable (recognizing that there may be constraints based on confidentiality requirements);
 - b) The FPAC Member will provide to the party acquiring the tenure, or acquiring management control of the tenure, a detailed briefing on the CBFA and the status of implementation of the CBFA in relation to such tenure, and encourage that party to manage that tenure in a manner consistent with the CBFA and products developed under the CBFA;
 - c) If the party acquiring the tenure elects to not manage the tenure in accordance with the CBFA and associated products developed under the CBFA, the FPAC Member will engage in a discussion with the ENGOS regarding the implications the removal of the tenure will have on the work then underway under the CBFA and whether there are opportunities to address any adverse implications arising to that work as a result of such tenure sale from the tenure sale such as loss of caribou deferral area, loss of priority area identified for protected areas planning or caribou action planning etc (e.g. opportunities to maintain the quality and quantity of deferrals, prioritization of protected areas and species at risk action planning in other areas of equivalent ecological importance etc.) – it is understood that this does not create any requirement on the part of the FPAC Member to undertake any action other than engaging in a good faith discussion with ENGOS in this regard.

NEW FPAC MEMBERS

29. Where a new member joins FPAC, it will be a condition that such new FPAC Member agrees to become a signatory to the CBFA effective as of the date they become a FPAC Member.
30. Where new member joins FPAC, the following will apply:
- a) Prior to a new member joining FPAC, FPAC will provide the prospective new member or signatory with a detailed briefing of the CBFA and associated activities;
 - b) Within three months of joining FPAC, a new FPAC Member will assess its operations to determine how best to align activities associated with its operations with overall implementation of the CBFA and meet with FPAC, FPAC Members and ENGOS to discuss its plans in this regard; and
 - c) Within three months of joining FPAC, new FPAC Members and ENGOS will determine if interim action in relation to caribou is required in relation to the Boreal Zone tenures of that new FPAC Member (based on a consideration of the overall status of caribou action planning in relation to those tenures at that time) and, if so, finalize mutually agreeable arrangements in this regard in a manner that is guided by the spirit and intent of Goal 3 Sections 13 to 14 and consistent with the overall status of caribou action planning in relation to the Boreal Zone tenures of the new FPAC Member.
31. For those actions FPAC Members have committed to undertake pursuant to the CBFA, the amount of time for a new FPAC Member to achieve those actions will be determined by the CBFA Implementation Steering Committee on a case by case basis.

NEW SIGNATORIES

32. FPAC, FPAC Members and ENGOS agree that there is value in other companies (e.g. non-FPAC Members), industry associations, and environmental organizations becoming signatories to the CBFA and participating in the implementation of the CBFA and related products and will encourage them to do so subject to the following:
- a) The decision to add new signatories will be made by the CBFA Implementation Steering Committee on a case by case basis based on the criteria in paragraphs (b) and (c);
 - b) The criteria to be considered by FPAC, FPAC Members and the ENGOS when dealing with a request by a party to become a signatory to the CBFA includes:
 - i) The extent to which the applicant has affirmed (to the reasonable satisfaction of FPAC, FPAC Members, and ENGOS) a genuine interest in and support for the six goals of the CBFA and an intent to participate in a constructive, interest based manner consistent with the spirit and intent of the CBFA and associated products;
 - ii) The availability of resources to support joint implementation of the CBFA in regard to that party;
 - iii) In the case of a forest sector applicant, whether that forest sector applicant manages forest operations within the Boreal Zone, utilizes fibre harvested within the

Boreal Zone, or otherwise has a significant, demonstrable interest in relation to one or more of the six goals of the CBFA; and

- iv) In the case of a environmental organization applicant, whether that environmental organization applicant has a programmatic focus on boreal conservation or related climate change aspects of the CBFA or otherwise has a significant, demonstrable interest in relation to one or more of the six goals of the CBFA.
- c) New signatories will be required to adopt and agree to both the Terms of Reference and the CBFA and associated products in their entirety except as may otherwise be specifically agreed to by FPAC, FPAC Members, and ENGOS at the time they become signatories;
- d) New forest sector signatories will be required to finalize, and agree to mutually satisfactory arrangements with FPAC and FPAC Members regarding cost sharing in relation to the ongoing costs associated with implementing the CBFA that FPAC and FPAC Members are responsible for – this may include a re-imbursment of a portion of the costs incurred by FPAC and FPAC Members in development and implementation of the CBFA up to the date that a new signatory signs on;
- e) New environmental sector signatories will be required to finalize and agree to mutually satisfactory arrangements with ENGOS regarding cost sharing in relation to the ongoing costs associated with implementing the CBFA that ENGOS are responsible for – this may include a re-imbursment of a portion of the costs incurred by ENGOS in development and implementation of the CBFA up to the date that a new signatory signs on;
- f) Subject to paragraph (g), Sections 30 and 31 will apply to new non-FPAC Member forest sector participants;
- g) Prior to becoming signatories, new forest sector signatories will be required to finalize with FPAC, FPAC Members, ENGOS mutually agreeable arrangements in relation to interim action on caribou in a manner that is guided by the spirit and intent of Goal 3 Sections 13 to 14 and consistent with the overall status of caribou action planning in relation to the Boreal Zone tenures of that new signatory; and
- h) For new environmental sector signatories:
 - i) Within three months of becoming a signatory, a new environmental sector signatory will assess its operations to determine how best to align activities associated with its operations with overall implementation of the CBFA and meet with FPAC, FPAC Members, and ENGOS to discuss its plans in this regard; and
 - ii) For those actions ENGOS have committed to undertake pursuant to the CBFA, the amount of time for a new environmental sector signatory to achieve those actions will be determined by FPAC, FPAC Members, and ENGOS on a case by case basis.

NOTICE

33. Where FPAC, a FPAC Member, or an ENGO is required to give notice to another party under the CBFA, unless otherwise agreed such notice is to be delivered as follows:

- a) Notice that is to be delivered to FPAC is to be sent to...(insert generic title of position/person the notice is to be sent to and the appropriate address)...and cc'd to the joint secretariat established to oversee the implementation of the CBFA;

- b) Notice that is to be delivered to a FPAC Member is to be sent to...*(insert generic title of the person/person the notice is to be sent to and the appropriate address)*...and cc'd to the joint secretariat established to oversee the implementation of the CBFA;
- c) Notice that is to be delivered to a ENGO is to be sent to...*(insert titles of position/person the notice is to be sent to and the appropriate address)*...and cc'd to the joint secretariat established to oversee the implementation of the CBFA;

OTHER

- 34. ENGOs confirm that they will remain fully committed to implementing Goals 5 and 6 following the Full Implementation of the Ecological Elements of the CBFA if Goals 5 and 6 have not been fully implemented by that time.
- 35. FPAC, FPAC Members and ENGOS acknowledge that in finalizing CBFA Proposed Protected Areas and CBFA Proposed Caribou Action Plans, the agreement of FPAC Members and/or ENGOs to such proposals may be conditional on actions by others or certain conditions beyond their control being met.
- 36. FPAC, FPAC Members and ENGOS acknowledge that there may be formal or informal agreements that they have entered into with governments or others that pertain to subject matters addressed in the CBFA or may be potentially impacted by implementation of the CBFA and that they will robustly problem solve how to address any inconsistency between such agreements and action required to implement the CBFA and seek to be mindful and respectful of such agreements to the greatest extent possible.
- 37. FPAC, FPAC Members, and ENGOS agree:
 - a) for the purposes of Section 15 and for Goal 5 and Goal 6 any reference to ENGOs does not include The Nature Conservancy; and
 - b) nothing in the CBFA is intended to require The Nature Conservancy to participate in any marketing, advocacy or communication activities in relation to the CBFA.
- 38. Nothing in the agreement requires an ENGO to take action that would undermine its charitable status or otherwise violate applicable laws regarding its tax status.
- 39. Except where otherwise specifically agreed to in writing, neither the CBFA nor any associated products are intended to create legal rights or obligations that FPAC, FPAC Members, ENGOS, or third parties may seek to legally enforce or rely on.
- 40. No party to the CBFA is to be considered a partner, agent or employee of the other party for any purpose, and the CBFA shall not create a legal partnership, joint venture or principal-agent relationship between the parties.
- 41. No party to the CBFA shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of another party.

42. The CBFA does not supersede or otherwise affect any legally binding documents between any parties.
43. No amendment or modification to the CBFA or associated products will be effective except unless agreed to in writing by all of the parties.
44. Upon mutual execution by all the parties, the CBFA is effective as of the effective date referred to above and will continue in effect until full implementation of all elements of schedule "A" (as evidenced by the successful achievement of all Milestones) CBFA unless terminated sooner by mutual written agreement of the parties.
45. FPAC Members will not be required to undertake any action under the CBFA that would result in a contravention of any securities or competition/anti-trust laws of any jurisdiction into which the products of FPAC Members are alienated or from which products are acquired.

SCHEDULE "A"

CORE COMPONENTS OF THE CANADIAN BOREAL CONSERVATION AGREEMENT

(CBFA Cross Reference: Section 6)

GOAL 1 - FOREST PRACTICES

Goal 1: World-leading boreal "on-the-ground" sustainable forest management practices based on the principles of ecosystem based management, active adaptive management, and third party verification.

Overview

1. FPAC, FPAC Members, and ENGOs are committed to establishing and implementing world-leading "on-the-ground" sustainable forest management practices with third party verification. In doing so, FPAC /ENGOs believe it is important to build on existing work (the standards in the existing three major certification programs) rather than build a new (fourth) set of standards from scratch. FPAC, FPAC Members, and ENGOs understand "on the ground" to mean "EBM related stand and landscape-level planning and forestry practices". FPAC, FPAC Members, and ENGOs will jointly identify critical policy gaps and barriers to the implementation of these world leading practices as well as jointly identify and implement a strategy for addressing such gaps and barriers. FPAC, FPAC Members, and ENGOs will also jointly advocate for any regulatory reform required to facilitate implementation of these world leading forest practices in FPAC Member tenures across Canada's boreal forests.

Approach

2. FPAC, FPAC Members, and ENGOs will jointly develop (within six months of the effective date of the CBFA) and implement (within eighteen months of the effective date of the CBFA) world leading on-the-ground sustainable standards of forest practice based on the principles of ecosystem based management, active adaptive management, and third party verification. The objective is to develop a concise document that outlines the key principles and management approaches (from both a substantive and process perspective) that FPAC, FPAC Members, and ENGOs agree are required to achieve ecosystem based management in Canada's boreal forests. In doing so, the intent is to:
 - a) base these standards of practice on the elements of each of the three existing certification programs (i.e. the practices used to apply the standards of each of the programs to the ground as evidenced by the current certifications) that best embodies an ecosystem based management approach, using as a reference point the on the ground application of the existing FSC National Boreal Standard;
 - b) provide for verification of compliance with these standards of practice through third party audits (e.g. as currently provided for as part of FPAC membership's existing SFM certification commitment);

- c) establish principles/procedures to govern the audits of such standards of practice based on best auditing practices in the boreal:
 - i) the topics included in these principles/procedures will include (but not be limited to) the required qualifications of auditors, the selection of auditors, consultation, field sampling protocols, the time frames for addressing corrective actions, transparency of audit results etc; and
 - ii) the intent is that these principles/procedures be efficient and avoid audit duplications;
 - d) recognize the role of formal and informal voluntary conservation areas within the managed landscape;
 - e) achieve forest management that is economically viable - supporting forest operations and management that are sufficiently profitable yet not at the expense of the forest resource, the ecosystem, or affected communities;
 - f) base this work on best available information;
 - g) provide for continuous improvement through active adaptive management based on best available information and ;
 - h) undertake this work in a manner that is efficient, cost effective both in its development and implementation on forest tenures, respectful of the auditing processes and procedures of the three certification programs, and does not result in a premature process of standards revision.
3. FPAC, FPAC Members, and ENGOs will develop the world leading on-the-ground sustainable standards of forest practice referred to above as follows:
- a) Based on the Terms of Reference attached as Schedule "E", FPAC, FPAC Members, and ENGOs will jointly select a small group (e.g. 2-4 people) of 'above reproach' experts with significant experience in boreal forest auditing of sustainable forest management practices (the "Forest Practices Experts Panel") who will be tasked with developing a draft set of practices based on the elements of each of the three existing certification programs that best embodies an ecosystem based management approach, using the existing FSC Boreal standard as a reference point;
 - b) In developing their recommendations, the Forest Practices Experts Panel will be requested to look at the standards in the three major certification programs as written (using the FSC National Boreal Standard as a reference point), the on the ground practices used to apply those standards, and their own experience;
 - c) FPAC, FPAC Members, and ENGOs will assign a small taskforce (4-6 people) of both FPAC members and ENGO representatives to develop recommendations on final wording of these practices - this work will be informed by the recommendations of the SFM Practices Experts Panel;
 - d) While the recommendations of the Forest Practices Experts Panel will not be binding, FPAC/ENGOs agree that there is a reasonably high bar for requesting a substantive change to the draft practices developed by the experts' panel (e.g. firm evidence that what's proposed is not relevant and/or practicable or that something critical is missing).

GOAL 2 - PROTECTED AREAS

Goal 2: The completion of a network of protected areas that, taken as a whole, represents the diversity of ecosystems within the boreal region and serves to provide ecological benchmarks.

Overview

1. FPAC, FPAC Members, and ENGOs are committed to jointly advocating for, and working with governments, aboriginal groups, communities and stakeholders to accelerate the completion of protected areas networks across Canada's boreal forests. Within each jurisdiction, FPAC, FPAC Members, and ENGOs will work with governments, aboriginal groups, communities and others to establish (where necessary) and expedite processes to complete such protected areas networks in a manner consistent with the principles and criteria described herein. While doing so, FPAC, FPAC Members, and ENGOs will concurrently work to jointly identify proposed protected area proposals that can be supported, provide these as input into relevant government processes, and advocate for their adoption. While FPAC, FPAC Members, and ENGOs believe there are certain principles and criteria that should be applied across the boreal, they recognize that the processes used in each jurisdiction will vary to reflect regional differences.

The Approach

2. FPAC, FPAC Members, and ENGOs agree that Canada be a world-leader in conservation and protection of boreal biodiversity through a mix of conservation measures, the completion of a protected areas network and implementation of third party certification of sustainable forest management practices. As part of this, FPAC, FPAC Members, and ENGOs agree there is a need for a meaningful increase to the current level of protection throughout the boreal region including increases in both the allocated and unallocated regions of the boreal.
3. FPAC, FPAC Members, and ENGOs recognize that final decisions on protected areas rest with governments and that the process used to make those decisions will vary from jurisdiction to jurisdiction. They also believe that if such decisions are to be durable they need to enjoy broad based support.
4. To ensure that the network of protected areas for the boreal enjoys broad based support, it will be important that the public process used in each jurisdiction collaboratively engage stakeholders based on best practices and base outcomes on best available information. The intent is to finalize a network of protected areas in a manner that seeks to avoid negative impacts on timber supply and, wherever possible, minimizes, mitigates, and addresses impacts on affected parties- such as tenure or license holders.
5. FPAC, FPAC Members, and ENGOs will undertake the following specific actions in support of the completion of a network of protected areas that represent the diversity of ecosystems,

assists in protecting the habitats of species at risk such as woodland caribou, and serves to provide ecological benchmarks within Canada's boreal region:

- a) FPAC, FPAC Members, and ENGOs will actively and jointly work in each jurisdiction of Canada's boreal to encourage governments, aboriginal peoples, communities and others to engage in actions similar to those described above and to encourage others to support those actions;
- b) In undertaking this work, FPAC, FPAC Members, and ENGOs will prioritize those jurisdictions and processes they will focus on based on a joint assessment of political and ecological/economic risks and opportunities;
- c) Where government processes are underway in any jurisdiction, FPAC, FPAC Members, and ENGOs representatives in that jurisdiction will engage with those processes in a manner consistent with the principles, criteria, and outcomes described in this document;
- d) concurrent with this, in each jurisdiction, FPAC, FPAC Members, and ENGOs representatives will work collaboratively to develop proposals for protected areas that can be jointly supported (this includes identifying gaps, maps, potential impacts, and potential solutions), make these available as input into the relevant government processes dealing with the completion of a protected areas network for Canada's boreal forests, and jointly advocate for their adoption and implementation³;
- e) as FPAC, FPAC Members, and ENGOs are working on developing CBFA Proposed Protected Area, they will concurrently identify what elements of such proposals can be implemented without the need for government approval and the steps they will take both individually and jointly in the absence of provincial government action to advance the completion of protected areas networks for boreal forests or in the event that such government processes are not successfully concluded in a timely manner; and
- f) in the absence of government action to complete protected areas networks for boreal forests, or in the event that such government processes are not successfully concluded in a timely manner, FPAC Members will respect within their forest management plans those elements of any CBFA Proposed Protected Area to the extent practicable without the need for government approval and FPAC, FPAC Members, and ENGOs will continue to work together to develop government support;
- g) while work is underway to complete a network of protected areas in Canada's boreal forests, FPAC Members will use certification processes to identify and manage sites of special conservation value; and
- h) if a government process produces Government Designated Protected Areas that are different than any CBFA Proposed Protected Area within the same planning region,

³ For areas proposed as potential protected areas under the CBFA, it is the intent of the signatories that protected areas are areas free of industrial activity. Circumstances may occur where management activity (e.g. timber harvesting) is mandated by government to address forest health considerations. It is recognized that ENGOs do not support any industrial activity in protected areas and as such, may publicly oppose such management activity mandated by a government. At the same time, it is also recognized that as a result of potential implications of forest health considerations to timber values outside of protected areas, FPAC and FPAC Members may publicly support such management activity mandated by a government. Neither ENGO opposition nor FPAC/FPAC Member support for such management activity mandated by a government shall be considered contrary to the spirit and intent of the CBFA.

FPAC, FPAC Members, and ENGOs acknowledge those government outcomes of the Government Designated Protected Area will replace such CBFA Proposed Protected Area so long as they are consistent both ecologically and in terms of impacts on FPAC Members. If they are not consistent, the CBFA Proposed Protected Area will continue to be respected to the extent practicable without the need for government approval, FPAC, FPAC Members, and ENGOs will work together and with governments to seek necessary measures to address such inconsistency, and FPAC, FPAC Members, and ENGOs may publicly communicate the nature of the gaps that need to be addressed to achieve consistency. In these circumstances, the assessment of what is practicable will include a consideration of what is necessary to fill the ecological gaps between the outcomes of the Government Designated Protected Area and the CBFA Proposed Protected Area and how to seek to avoid incremental impacts to FPAC members seeking to respect both the Government Designated Protected Areas and the CBFA Proposed Protected Areas.

6. FPAC, FPAC Members, and ENGOs believe that in completing a network of protected areas in Canada's boreal region, it is important that the general approach used in each jurisdiction be consistent with the following⁴:
 - a) developing a set of mutually agreed upon biological, ecological, and cultural criteria;
 - b) undertaking a gap analysis relative to current protected areas in Canada's boreal forests based on such mutually agreed upon biological/ecological criteria ;
 - c) undertaking an identification of candidate sites to fill those identified gaps;
 - d) overlaying the gap analysis and site identification with a consideration of mutually agreed upon social and economic criteria; and
 - e) taking into consideration current conservation measures (both regulatory and voluntary), current protected areas, and new protected areas likely to be created elsewhere in the boreal (i.e. in other jurisdictions).
7. FPAC, FPAC Members, and ENGOs believe that the criteria referred to in Section 6(a) should include (but not necessarily be restricted to) the following:
 - a) representation of boreal forest ecosystems (within the Boreal Zone, and using provincial ecosystem classifications) across their natural range of variation, in protected areas;
 - b) maintaining viable populations of native species in natural patterns of abundance and distribution across the landscape;
 - c) sustaining ecological and evolutionary processes within their natural ranges of variability; and
 - d) other factors such as building a conservation network resilient to environmental change, protecting aboriginal cultural values, the ability to address current and emerging forest health considerations etc.

⁴ When it comes to dealing with government processes, any principles, criteria, methodologies specified in the CBFA or developed by FPAC, FPAC Members, and ENGOs under the CBFA are intended as input only, are not intended to be determinative, and are intended as a piece of information that can be taken into consideration.

8. In overlaying the gap analysis and site identification with a consideration of mutually agreed upon social and economic criteria as contemplated under Section 6(d), , FPAC, FPAC Members and ENGOs believe that the following should be respected when addressing forest sector interests (and acknowledge that similar criteria needs to be developed in relation to the interests of other stakeholders):
 - a) Minimizing the effects on the supply and cost of fibre, as measured by all applicable factors including world-wide competitiveness, quantity, cost of harvesting, transportation and logistics costs;
 - b) Minimizing the effects on cost competitiveness, production and employment at individual facilities and the indirect impact on suppliers, contractors, service providers and local governments; and
 - c) The ability to mitigate the effects on fibre availability and cost through other readily available measures through an exploration of current and new public policy measures.
9. FPAC, FPAC Members, and ENGOs agree that the work they jointly undertake in relation to principles, criteria, and methodologies in relation to completion of a network of protected areas in Canada's boreal region should be informed, where appropriate, by advice from the ISAT.
10. FPAC, FPAC Members and ENGOs will jointly finalize and periodically update and refine a framework that they will use to guide protected areas planning
 - a) This framework will include both methodology and a list of principles and criteria (ecological, economic and social) for completing protected areas planning; and
 - b) FPAC, FPAC Members and ENGOs agree that the National Goal 2 (Protected Areas) Working Group should facilitate the development of this framework; and
 - c) The ToRs for the National Goal 2 (Caribou Action Planning) Working Group will be finalized using the agreed upon guidance recorded in the Decision Note Re: Development of Terms of Reference for the Goal 2 (Caribou Action Planning) Working Group.
11. FPAC, FPAC Members and ENGOs believe that completion of a network of protected areas in Canada's boreal region needs to be undertaken in a manner that is consistent, coordinated, and/or integrated with the completion of recovery plans and action plans for species at risk such as boreal caribou.

GOAL 3 - SPECIES AT RISK RECOVERY PLANS (E.G. BOREAL CARIBOU)

Goal 3: The recovery of species at risk within the boreal forest including species such as boreal caribou⁵.

Overview

1. FPAC, FPAC Members, and ENGOs are committed to jointly advocating for and working with governments, aboriginal groups and others to promote the recovery of boreal species at risk including boreal caribou. Within each jurisdiction, FPAC, FPAC Members, and ENGOs will work with governments and aboriginal groups to establish (where necessary) and accelerate processes to complete and implement Government Caribou Action Plans in a manner consistent with the principles and criteria described herein. While FPAC, FPAC Members, and ENGOs believe there are certain principles or criteria associated with species at risk recovery plans that should be applied across the boreal, they recognize that the processes used in each jurisdiction to develop and implement action plans may vary to reflect regional differences.

Approach

2. FPAC, FPAC Members, and ENGOs recognize that final decisions on species at risk recovery plans, including caribou action plans, rest with governments and that the process used to make those decisions may vary from jurisdiction to jurisdiction to reflect regional differences. They also believe that if such decisions are to be durable, and form the basis for meaningful process, they need to enjoy broad based support.
3. FPAC, FPAC Members, and ENGOs agree that in undertaking species at risk recovery planning, the intent is to address needs of species at risk, focused on boreal priority species as identified by the Independent Science Advisory Team with reference to the COSEWIC list.
4. In working together on species at risk recovery planning, FPAC, FPAC Members, and ENGOs agree there is a need to accelerate the identification of critical habitat for species at risk, identify appropriate conservation measures in relation to that habitat, and identify other measures that will be required to achieve recovery. In identifying these measures, FPAC, FPAC Members, and ENGOs agree it is important to start with the science (i.e. what measures would be taken if acting solely on the basis of best available science) and then overlay this with a consideration of agreed upon social and economic considerations.
5. FPAC, FPAC Members, and ENGOs agree that in overlaying identified conservation measures with social and economic criteria as referred to above, criteria consistent with the following

⁵ For the purposes of this agreement, the term boreal caribou is agreed to mean herds east of the Rockies including mountain/boreal transition herds of northern BC and Alberta, Gaspésie and Newfoundland.

should be used when addressing forest sector interests (and acknowledge that a similar set of criteria need to be developed in relation to the interests of other stakeholders):

- a) Minimizing the effects on the supply and cost of fibre, as measured by all applicable factors including world-wide competitiveness, quantity, cost of harvesting, transportation and logistics costs;
- b) Minimizing the effects on cost competitiveness, production and employment at individual facilities and the indirect impact on suppliers, contractors, service providers and local governments; and
- c) The ability to mitigate the effects on fibre availability and cost through other readily available measures through an exploration of current and new public policy measures.

6. FPAC Members and ENGOS believe that completion of recovery plans/government approved action plans for species at risk such as boreal caribou needs to be undertaken in a manner that is consistent with, coordinated with and/or integrated with the completion of a network of protected areas in Canada's boreal region.

An Initial Focus on Caribou

7. In working together on species at risk recovery planning, FPAC, FPAC Members, and ENGOS agree that priority needs to be placed on the completion and implementation of Government Caribou Action Plans. In this regard, FPAC, FPAC Members, and ENGOS agree that in addition to the principles and criteria described above:
 - a) the intent is completion of Government Caribou Action Plans in a manner that seeks to both ensure recovery and avoid adverse environmental, economic and social effects and, where it is not possible to avoid impacts, to minimize and mitigate impacts on forest industry, aboriginal peoples, local communities and other stakeholders;
 - b) in developing Caribou Action Plans, both protection measures (e.g. long-term deferrals and new protected areas) and management measures (both at a tenure and range level where tenure level management measures are informed by range level assessments) are appropriate tools (i.e. that both have their place and should be used in appropriate circumstances);
 - c) Caribou Action Plans for boreal caribou should be developed and implemented on a prioritized basis based on the principles and criteria described in Schedule "G"⁶;
 - d) Caribou Action Plans for boreal caribou should take into consideration factors such as building caribou actions plans resilient to environmental change, protecting aboriginal cultural values, the ability to address current and emerging forest health considerations etc.
 - e) government processes to develop and implement caribou action plans should collaboratively engage stakeholders based on best practices;
 - f) Caribou Action Plans need to be based on best available information;

⁶ When it comes to dealing with government processes, this prioritization is intended as input only, is not intended to be determinative, and is intended as a piece of information that can be taken into consideration.

- g) Best available information for developing caribou action plans includes the Environment Canada Science Report (Environment Canada 2008⁷);
 - h) Completion and implementation of species at risk recovery plans, including Caribou Action Plans, should be undertaken in a manner that is consistent with, coordinated with, and/or integrated with the completion of a network of protected areas in Canada's boreal region.
8. FPAC, FPAC Members, and ENGOs will undertake the following specific actions in support of the completion and implementation of government approved caribou action plans, in a manner consistent with Section 7:
- a) Advocate that Government Caribou Action Plans be developed on a prioritized basis based on the principles and criteria described in Schedule "G";
 - b) FPAC, FPAC Members and ENGOs will jointly finalize and periodically update and refine a framework that they will use to guide caribou action planning:
 - i) This framework will include both methodology and a list of principles and criteria (ecological, economic and social) for completing protected areas planning; and
 - ii) FPAC, FPAC Members and ENGOs agree that the National Goal 3 (Caribou Action Planning) Working Group should facilitate the development of this framework;
 - iii) The ToRs for the National Goal 3 (Caribou Action Planning) Working Group will be finalized using the agreed upon guidance recorded in the Decision Note Re: Development of Terms of Reference for the Goal 2 (Caribou Action Planning) Working Group;
 - c) in those jurisdictions where Government Action Plans currently exist or are completed and are consistent with the principles, criteria, and methodologies described in paragraph (b), FPAC, FPAC Members, and ENGOs will work together to facilitate and accelerate the adoption and implementation of those strategies (this includes amending existing forest management plans in all herd areas to reflect those completed government caribou action plans and ensuring that all new forest management planning in caribou range in these areas takes place in a manner consistent with those action plans)
 - d) in those jurisdictions where processes have not yet been established for developing Government Caribou Action plans, FPAC, FPAC Members, and ENGOs will jointly advocate that appropriate processes (i.e. processes consistent with the principles, criteria, and methodologies described developed under paragraph (b)) be established;
 - e) where government processes to complete Government Caribou Action Plans are underway in any jurisdiction but not yet complete, FPAC, FPAC Members, and ENGOs representatives in that jurisdiction will jointly engage with those processes in a manner consistent with the principles, criteria, and methodologies described in paragraph (b);
 - f) concurrent with the above, in each jurisdiction FPAC, FPAC Members, and ENGOs representatives will work together collaboratively to develop proposed caribou action plans (CBFA Proposed Caribou Action Plans) for priority herds in that jurisdiction (i.e. the

⁷ Environment Canada 2008. Scientific review for the identification of critical habitat for woodland caribou (*Rangifer tarandus tarandus*) boreal population, in Canada. August 2008, Ottawa, Environment Canada 72 pp, plus appendices.

herds identified in paragraph (b)) that can be jointly supported (this includes identifying gaps, maps, potential impacts, and potential solutions), making these available as input into the government processes in that jurisdiction dealing with caribou action plans, and jointly advocating within those processes for their adoption and implementation;

- g) as FPAC, FPAC Members, and ENGOs are working on developing CBFA Proposed Caribou Action Plans, they will concurrently identify what elements of such proposals can be implemented without the need for government approval and the steps they will take both individually and jointly in the absence of provincial government action to complete caribou action plans or in the event that such government processes are not successfully concluded in a timely manner;
- h) in the event Government Caribou Action Plans are not completed for any priority caribou herd (as identified in paragraph (b)) within a timely manner, FPAC members will respect within their forest management plans those elements of any CBFA Proposed Caribou Action Plan for that herd to the extent practicable without the need for government approval and FPAC, FPAC Members, and ENGOs will continue to work together to develop government support; and
- i) if a government process produces Government Caribou Action Plans that are different than CBFA Proposed Caribou Action Plans for the same area, those outcomes will replace any CBFA Proposed Caribou Action Plans so long as they are consistent both ecologically and in terms of impact on FPAC members. If they are not consistent, the CBFA Proposed Caribou Action Plans will continue to be respected to the extent practicable without the need for government approval, FPAC, FPAC Members, and ENGOs will work together and with governments to seek necessary measures to address such inconsistency, and FPAC, FPAC Members, and ENGOs may publicly communicate the nature of the gaps that need to be addressed to achieve consistency. In these circumstances, the assessment of what is practicable will include a consideration of what is necessary to fill the ecological gaps between the outcomes of the Government Caribou Action Plan and the CBFA Proposed Caribou Action Plan and how to seek to avoid incremental impacts to FPAC members seeking to respect both the government outcomes and joint developed proposals.

9. To support the work contemplated under paragraph 8, FPAC, FPAC Members, and ENGOs will:

- a) Prioritize planning based on the priorities and criteria described in Schedule "G";
- b) Use the results of joint work undertaken in relation Phase 1 herds to identify how they can bring greater efficiencies and effectiveness to future work (e.g. use these results to update the caribou action planning framework described in paragraph 8(b)).

10. FPAC, FPAC Members, and ENGOs agree that the work they jointly undertake in relation to principles, criteria, and methodologies in relation to completion of Caribou Action Plans in Canada's boreal region should be informed, where appropriate, by advice from the Independent Science Advisory Team.

11. FPAC, FPAC Members, and ENGOs will jointly resource and seek funding for the implementation work described above.
12. While placing an initial emphasis on caribou, the FPAC/ENGO intent is to work towards both spatially explicit and policy recommendations for other species at risk over time:
 - a) In the interim, the intent is that in completing a network of protected areas under Goal 2, one of the criteria to be used is addressing the habitat needs of species at risk (as an element of good conservation planning); and
 - b) it is acknowledged that in completing caribou action plans, the habitat needs of a number of other species at risk will be addressed in whole or in part.

Interim Action on Caribou

13. As of April 1, 2009, FPAC Members had each identified the caribou range within their boreal tenures and, where within that caribou range they had planned harvesting or road building activities between April 1st 2009 and March 31, 2012. At that time, and with the objective of supporting both the discussions required to complete the CBFA as well as implementation of the CBFA, FPAC Members advised and hereby reaffirm that:
 - a) FPAC Members have approximately 29,336,953 ha of caribou range within their boreal tenures;
 - b) Of this 29,336,953 ha of caribou range within their boreal tenures, approximately 756,666 ha as identified in Schedule "I" was scheduled for harvesting and road construction between April 1, 2009 and March 31, 2012;
 - c) Of the approximately 756,666 ha of caribou range currently scheduled for harvesting and road construction by FPAC Members between April 1st, 2009 and March 31, 2012, FPAC Members will defer to other areas outside of caribou range the 72,205 ha of harvesting and road construction by FPAC Members identified on the maps attached as schedule "F".
 - d) This will leave a net maximum amount of 684,461 ha of harvesting and road construction over the between April 1, 2009 and March 31, 2012 in caribou range in the boreal tenures of FPAC members;
 - e) Of the current 3 million ha of voluntary deferrals by FPAC Members for boreal caribou, they will formally extend until March 31, 2012 the 43,000 ha scheduled to expire within the next two years;
 - f) FPAC Members will publicly state that between April 1st 2009 and March 31, 2012 there will be no harvesting or road building in approximately 28,651,492 ha of caribou range in their tenures (or over 97.6% of the caribou habitat in managed forest);
 - g) Prior to the completion of government caribou action plans, when undertaking new planning, FPAC Members will, to the extent practicable, prioritize cut blocks and roads outside of caribou habitat ;
 - h) Between April 1st 2009 and March 31, 2012, FPAC members will not undertake harvesting or road building activities in any caribou range in their tenures other than the 684,461 ha identified in Schedule "E" unless it is required for forest health exigencies, (e.g. fire, insects and disease), or there is an adverse change in economic conditions

forces that requires a modification of a harvesting plan (e.g. moving harvest closer to a mill) and, subject to paragraph (j), such modification can be undertaken in a manner that is consistent with a principle of no net change to the amount or quality of caribou habitat harvested within the range of herds identified as priority herds on the basis of the prioritization described in Section 8(a);

- i) Prior to harvesting under paragraph (h) in any caribou range in their tenures other than the 684,461 ha identified in Schedule "D", an FPAC Member will first advise the ENGOs of their intention or requirement to do so, consider and discuss potential replacement area(s) consistent with the no net change principle, engage in problem solving discussions with ENGOs in relation to any concerns they may have in relation to either the proposed harvesting or proposed replacement area, and seek to address those concerns to the extent practicable; and
- j) For modifications within any tenure that are less than 10 ha on a cumulative basis within that tenure over the term of the deferral (i.e. until March 31, 2012) - based on the current number of FPAC tenures, it is understood that this would equal less than 500 ha in aggregate:
 - i) the requirement that modifications under paragraph (h) take place in a manner that is consistent with the principle of no net change will not apply; but
 - ii) the requirements in paragraph (i) above for notification, discussion, and problem solving with ENGOs continues to apply.

14. On or before September 30, 2011 the parties will meet to determine the status of caribou recovery planning at that time (i.e. the extent to which government approved caribou action plans have been completed in each jurisdiction) and where Government Caribou Action Plans have not been completed, decide appropriate courses of action on a herd-by-herd basis based on new information available at that time, guidance from the ISAT, and the status of caribou action planning in relation to the herd in question - this will include a consideration of continued deferrals of planned road building or harvesting in caribou range to areas outside caribou range and agreement to no new planning of road building or harvesting in caribou range until such time as action plans are complete - the intent is that this be undertaken in a manner that, taking into consideration the results of caribou action planning completed at that time, and the results of protected areas planning completed at that time, maintains within FPAC tenures taken as a whole an area ecologically equivalent to the 28,651,492 ha referred to in paragraph (f) in which there will be no harvesting or road building.

GOAL 4 - CLIMATE FRIENDLY PRACTICES

Goal: Reducing GHG emissions along the full life cycle from forest to end of product life.

Overview

1. Recognizing the role that forests, forest protection, forest management and forest products can play in mitigating and adapting to climate change, FPAC, FPAC Members, and ENGOS are committed to developing and promoting climate-friendly practices and policies. Good forest management principles, procedures, and practices – including the objective of ensuring sustainable harvest levels, the maintenance of ecological functions and values – should be applied irrespective of the products that result from management activities

Approach

2. In support of this goal, FPAC, FPAC Members, and ENGOS will:
 - a) develop, advocate for and implement shared solutions on issues such as harvesting of biomass for bio-products, forest management practices and other forest sector activities that are both carbon and bio-diversity friendly;
 - b) jointly promote and advance solutions and opportunities that reduce GHG emissions along value chain;
 - c) develop a jointly undertake research and develop a white paper on a life cycle analysis of forest products from the boreal as compared to other substitute products such as concrete, plastic, and steel;
 - d) promote the use of forest protection and management as ways to mitigate and adapt to climate change using an active adaptive management approach; and
 - e) If the federal or provincial governments proceed to include forest management and protection in carbon offset programs, jointly develop recommendations and promote the adoption of progressive policy frameworks that includes:
 - i) Criteria to determine eligible projects;
 - ii) Environmental safeguards to ensure that forest carbon projects are not undertaken in a manner that adversely impacts environmental and ecological values;
 - iii) Rigorous approaches to carbon accounting rules (e.g. baselines, additionality, permanence and leakage);
 - f) Jointly develop and promote the adoption of progressive policy frameworks for bioproducts – to this end, FPAC, FPAC Members, and ENGOS will:
 - i) jointly commission or engage together as part of existing activity to conduct an assessment of the climate change benefits of forest products produced or potentially produced by FPAC members (e.g. bioenergy vs. fossil energy);
 - ii) Identify “Best Practices for Biomass Harvesting,” including but not necessarily limited to practices that address the determination of sustainable harvest levels for such biomass and the maintenance of ecological functions and values at the landscape and stand levels in boreal forests. These Best Practices will be developed in accordance with the principles of ecosystem-based management and active adaptive management consistent with Goal 1;
 - iii) FPAC Members will implement agreed-upon Best Practices for Biomass Harvesting on all lands in the boreal under their management responsibility, including on lands managed for traditional forest products;

- iv) FPAC Members and Participating ENGOs will collectively encourage the implementation of Best Practices for Biomass Harvesting amongst non-FPAC members, including entrepreneurial bioproducts companies and
- v) FPAC Members and Participating ENGOs agree to jointly advocate for relevant governments to address regulatory and policy gaps with respect to the bioproducts sector(s).

GOAL 5 - FOREST SECTOR PROSPERITY

Goal: Improved prosperity of the Canadian forest sector and the communities that depend upon it.

Overview

1. FPAC, FPAC Members, and ENGOs are committed to jointly advocating for and working with governments, aboriginal groups, communities and others to improve the prosperity of the Canadian forest sector and the communities that depend upon it. FPAC, FPAC Members and ENGOs recognize that forest sector prosperity depends on a range of factors, many of which are beyond their ability to control. They will seek to identify those factors that they can have an ability to positively influence and focus their joint efforts in these areas.

General Approach to Improving Prosperity

2. In addition to taking various actions that specifically target market place recognition of the actions taken to develop and implement the Canadian Boreal Conservation Agreement as described in Goal 6, FPAC, FPAC Members, and ENGOs will, where opportunities present themselves, work together to encourage improved economic conditions for forest dependent communities and to capitalize on new and emerging forest-based economic opportunities that will benefit both the forest sector and forest dependent communities - examples include:
 - a) Jointly developing and advocating for policies and investments that improve the competitiveness of the Canadian forest sector, create a climate of greater investment certainty, while at the same time have a neutral to positive impact on the sector's ecological performance;
 - b) Jointly advocating for and supporting policies and regulatory improvements and promoting capital investment in forest sector technologies and equipment that produce both environmental improvements and economic benefits to companies including current and new products & processes; and
 - c) Providing advice on emerging R&D priorities and investments to facilitate "green recovery" and forest sector competitiveness;
 - d) In a manner consistent with Goal 4 (e.g. Goal 4, Section 2(f)), fostering the integration of bio-products and bio-energy within the traditional forest industry;

- e) Seeking opportunities to work with local secondary manufacturing to maximize, to the extent practicable, the degree of manufacturing that takes place within forest dependent communities and surrounding regions;
- f) Supporting the development of the non-timber forest products (NTFP) industry; and
- g) Working together to facilitate the engagement of forest communities in the implementation of the CBFA.

GOAL 6 - MARKETPLACE RECOGNITION

Goal 6: Recognition by the marketplace (e.g. customers, investors, consumers) of the CBFA and its implementation in ways that demonstrably benefit FPAC Members and their products from the boreal.

Overview

1. FPAC, FPAC Members and ENGOs share a goal of securing market place recognition for the CBFA on the basis that forest products from the boreal operations of the FPAC Members produced under the CBFA are an environmentally responsible choice and for successes achieved as a result of the collective efforts of the parties. FPAC Members and ENGOs are committed to jointly and individually communicating to the marketplace both the nature of the CBFA and progress as it is implemented, and otherwise engaging with the market place with the objective of enhancing marketplace support for FPAC Members and their products from the boreal, strengthening existing customer relationships, developing new markets for FPAC Members (both traditional markets as well as emerging green markets), and gaining recognition for ecological leadership. In doing so, it is acknowledged that the activities required to achieve these objectives are contained below, will be phased in, and that the timing of a number of these activities will be linked to the completion of other elements of the CBFA.

Approach

2. FPAC, FPAC Members, and ENGOs agree that for the purposes of communicating ENGO support for products from the boreal operations of FPAC Members under sections 3(c) and 3(i)(i) to 3(i)(vii):
 - a) the nature and degree of support will vary along a continuum from "recognizing that the leadership represented by the commitment of FPAC Members to develop and implement the CBFA" to "demonstrating support for products from the boreal operations of FPAC Members"; and
 - b) progress along this continuum will be based on the progress in implementing the CBFA as reflected in the Progress Reports prepared by the Independent Assessor and joint assessments of progress by FPAC, FPAC Members and ENGOs.
3. FPAC, FPAC Members and ENGOs agree that the actions to be undertaken to achieve recognition of the CBFA in the market place include (but are not limited to) the following

and will be phased in on the dates the dates specified below: the Milestones set out in Schedule "B": :

- a) FPAC, FPAC Members and ENGOs will publicly announce the CBFA and will conduct individual and joint outreach in the marketplace to communicate that they are working collaboratively, informed by science, to achieve agreed goals for the boreal This will take place in accordance with the principles and key messages outlined in the Communications Plan jointly developed under Section 20 of the CBFA. *(Timing: Effective immediately and ongoing ;*
- b) If any action under the CBFA is challenged by non-signatories, FPAC Members and ENGOs will individually and jointly explain the CBFA and the role and actions of all parties in the marketplace, in political circles, and otherwise as required. The intent is to prevent problems before they occur, solve problems jointly, and jointly determine the most appropriate and effective response. Such responses could include ensuring those challenging the Agreement have adequate information on the Agreement, correcting errors, and, where appropriate, responding publicly either individually or jointly (depending on what is viewed in the circumstances as being most effective *(Timing: Effective immediately and ongoing thereafter);*
- c) ENGO communications (e.g. websites and social media) and other marketplace work related to the boreal including different sources of supply within the boreal will, subject to Section 2, support products from the boreal operations of FPAC members *(Timing: Effective immediately and ongoing thereafter);*
- d) The following will apply to advocacy work and other communications where ENGOs express their ongoing a preference for FSC certification or its certified products, or commenting on other certification programs or products certified under other certification programs *(Timing: effective immediately and ongoing thereafter):*
 - i) ENGOs will not, in any of their communications, cite forestry operations of FPAC members in the boreal as negative examples of certified practices; and
 - ii) Where an FPAC Member demonstrates an impediment to selling forest products to a specific customer from the boreal as a result of past or current advocacy work or communications, ENGOs will communicate with that customer to confirm they are receiving all joint communications related to progress in implementing the CBFA and that this should be taken into consideration in making procurement decisions;
- e) The following will apply to any advocacy work and other communications by FPAC, FPAC Members, or ENGOs expressing a preference for a particular forest certification program or its certified products, or commenting on other programs or products certified under other programs, where such advocacy or communications would objectively be viewed as pertaining to certified forest products from the boreal (as opposed to elsewhere) *(Timing: effective upon Substantial Completion of the Ecological Elements of the CBFA):*
 - i) The parties will expressly acknowledge forestry operations of FPAC members in the boreal as positive examples of boreal forest management; and
 - ii) The parties will expressly acknowledge on the ground practices under the CBFA as being ecologically acceptable in a manner equivalent to (or, where applicable, superior to) on the ground practices in their preferred forest certification program (with both parties retaining the ability to describe differences they see between

certification systems in terms of social considerations, aboriginal considerations, governance, verification, reporting, differential marketing advantages between the systems etc);

- f) In their work in the market place in relation to the development and implementation of procurement policies (this includes both general communications on procurement policies as well as any direct communications or meetings with individual customers regarding the content of procurement policies), ENGOs will:
- i) Encourage those developing procurement policies to construct their procurement policy in a manner that does not preclude forest products from the boreal operations of FPAC Members *(Timing: Effective immediately and ongoing thereafter)...*;
 - ii) When meeting with holders of existing procurement policies in relation to procurement issues, encourage them to modify wording in their procurement policy when policies are acting as a block to procurement of products from the boreal operations of FPAC Members, *(Timing: Effective immediately and ongoing thereafter)*;
 - iii) Recognize and support forest products from the boreal operations of FPAC Members as ecologically responsible sources of supply *(Timing: Effective as of of the Ecological Elements of the CBFA and ongoing thereafter)*;
 - iv) Where FPAC, a FPAC Member, or ENGO solicits assistance under Section 3, and in a manner consistent with Section 4, FPAC, FPAC Members, and/or ENGOS as appropriate will communicate to specified current and potential customers that progress under the CBFA should be a positive consideration in procurement decisions *(Timing: Effective immediately and ongoing thereafter)*;
- g) Using the LCA information/analysis jointly developed under Goal 4, Section 2(c) , ENGOs will actively educate the marketplace that products from the boreal operations of FPAC Members are climate-friendly relative to substitute products in a manner consistent with that joint analysis and as such deserve market place support *(Timing: Effective as of completion of the white paper on a Life Cycle Analysis of forest products from the boreal as compared to other substitute products provided for under Goal 4, Section 2 (c))*;
- h) On request by a FPAC Member, ENGOs will work with that FPAC Member to help that member successfully achieve certification of one or all of its operations under FSC and where such a request is made that FPAC Member and ENGOs will immediately discuss how best to work together in this regard based on a consideration of available ENGO capacity and expertise at the time of the request *(Timing: Effective immediately and ongoing thereafter)*;
- i) For any formal ENGO communication (e.g. letters, e-mails) with certification auditors, certification registrars or other parties in regards to the boreal tenure, mill, products and/or practices of a specific FPAC Member that has the potential to adversely influence/impact an existing certification, or application for certification, of a boreal operation of that FPAC Member, the following will apply *(Timing: Effective immediately and ongoing thereafter)*:
- i) the provisions of Section 23 of the CBFA apply (e.g. advance notice and problem solving); and

- ii) the affected FPAC Member will be provided with a copy of any such communication concurrent with it being sent;
- j) FPAC, FPAC Members and ENGOs Members will jointly develop and implement a comprehensive joint marketplace/communications strategy that has as a primary objective developing, in a manner consistent with Section 4, ENGO recognition and support for CBFA implementation and subsequent market place support for products from the boreal operations of FPAC Members as an environmentally sustainable choice. This joint marketing/communications strategy will not require that all activities are joint and will employ a variety of mechanisms to update stakeholders and interested parties on progress made under the CBFA - at a minimum, this will include the following activities (with more detailed specifics of each of these activities, their timing, and the extent to which each is used, being outlined in the joint strategy):
 - i) within the context of the Communications Strategy to be developed under the CBFA Section 20, preparing a variety of general joint and individual communications products (e.g. news release, backgrounder, newsletter, letters) that each of the parties can use in its communications with the market place to describe the CBFA and progress under it (*Timing: Effective immediately and ongoing thereafter*);
 - ii) With the goal of identifying and securing new customers, where ENGOs are aware of a customer looking to further support conservation outcomes in the Boreal through their purchasing decisions ENGOs will facilitate direct operator(s) to customer(s) meetings. (*Timing: Upon full completion of the ecological elements of the CBFA and ongoing thereafter*);
 - iii) jointly hosting agreed panels at relevant trade conferences describing the CBFA and progress under it (*Timing: Effective as of completion of all CBFA Proposed Protected Areas and CBFA Proposed Caribou Action Plans*);
 - iv) jointly and/or individually developing and publishing articles in agreed relevant trade journals and other media describing the CBFA and progress under it (*Timing: Effective Immediately and ongoing thereafter*);
 - v) jointly meeting with major public policy influencers and decisions makers (e.g. to be identified at the time the comprehensive joint marketplace/communications strategy is finalized) describing the CBFA and progress under it (*Timing: Effective upon full implementation of the world leading forest practices developed under Goal 1*);
 - vi) a joint website describing the CBFA and progress under it through the posting of the Independent Progress Reports and all jointly produced material (*Timing: Effective immediately and ongoing thereafter*);
 - vii) public release of Independent Progress Reports that summarize progress and provide updates on activities (*Timing: Effective Immediately and ongoing thereafter*);
 - viii) agreed webinars with Q&A sessions to key customer and investor groups (*Timing: Effective of the world leading forest practices developed under Goal 1*);
 - ix) quotations for CBFA signatories' annual reporting purposes will be discussed on a case by case basis (*Timing: Effective immediately and ongoing thereafter*); and

- x) as the world leading forest management practices to be developed under Goal 1 are implemented on specific tenures as verified by the auditing practices in those world leading standards, this may be communicated to the marketplace within the context of the overall progress towards implementation of the CBFA (*Timing: Effective as of the time such forest practices are implemented on specific tenures and ongoing thereafter.*)
 - k) ENGOs and FPAC Members will jointly establish (*Effective as of Month 2*) a Customer and Investor Update Group for periodically communicating to customers and investors progress on implementing the CBFA and periodically provide progress reports to that Customer and Investor Update Group (*Timing: Effective as of Month 6 and every six months thereafter until the last Independent Progress Report has been delivered*)
 - i) the update group will consist of a specified group of customers and investors with the intent that membership remain constant over time; and
 - ii) the meetings of this group can take place face to face, by teleconference, or by video conference
 - iii) the communications to this group will be based on the Independent Progress Report;
 - iv) the intent is that the Customer and Investor Update Group will be used as a forum to objectively describe progress in implementing the CBFA based on the Independent Progress Reports and to respond to questions from the market place participants – it is not intended as a forum to advantage/disadvantage or promote one organization (FPAC Member or ENGO) over another; and
 - l) FPAC, FPAC Members, and ENGOs will periodically host agreed roundtables that invite a broad range of customers and investors to update them on progress being made under the CBFA and outline outstanding elements (*Timing: A first roundtable will take place effective as of Substantial Implementation of the Ecological Elements of CBFA and a second roundtable will take place effective as of the Full Implementation of the CBFA*).
4. FPAC, FPAC Members, and ENGOs agree that for the purposes of communications to specific customers under Sections 3(c), 3(f)(iv) and 3(i)(ii), the specific content and format of such communication will vary depending on the context – where an FPAC Member or ENGO encounters a circumstance where it wishes to solicit assistance in communicating with a particular customer or group of customers around a matter associated with Sections 3(f)(iv) or 3(i)(ii), or otherwise encounters a circumstance where it wishes to solicit ENGO or FPAC assistance in communicating with a particular customer or group of customers around an issue:
- a) the appropriate FPAC Member(s) and ENGO(s) will immediately discuss how best to respond (e.g. formal vs. informal communication, individual or joint letter, individual or joint telephone call, individual or joint one on one meeting with the customer, use of existing general communications material, development of new communications material tailored to the specific issue, a combination of the foregoing etc);
 - b) the objective is to respond as quickly and as efficiently as possible; and

- c) if there is disagreement on the best approach to such communications, the matter will be referred for problem solving and resolution to the national working group established to oversee Goal 6 implementation.
5. Effective as of the date of this agreement, ENGOs will not engage in any new activities, or escalate the level of activity in relation to any existing activities that seek as their primary intent to:
- a) have existing customers of FPAC Members reduce or eliminate their purchases of forest products from the boreal operations of FPAC Members, discourage potential customers from making purchases of forest products from the boreal operations of FPAC Members – by way of example, this includes things such as direct actions targeting FPAC Members or their customers in relation to forest products from the boreal operations of FPAC Members, negative media work targeting FPAC Members or their customers in relation to forest products from the boreal operations of FPAC Members, targeted requests to customers of FPAC Members for cancellations of contracts that pertain to forest products from their boreal operations, and requests to boycott forest products from the boreal operations of FPAC Members; or
 - b) on the basis of the operations of a FPAC Member in the boreal, have shareholders of a FPAC Member divest their shareholdings, discourage individuals and institutional investors from making investments in that FPAC Member, or discourage financial institutions from making or renewing loans to that FPAC Member.
6. Effective as of the date of the public announcement of the CBFA, ENGOS will suspend all activities that seek as their primary intent to:
- a) have existing customers of FPAC Members reduce or eliminate their purchases of forest products from the boreal operations of FPAC Members, discourage potential customers from making purchases of forest products from the boreal operations of FPAC Members – by way of example, this includes things such as direct actions targeting FPAC Members or their customers in relation to forest products from the boreal operations of FPAC Members, negative media work targeting FPAC Members or their customers in relation to forest products from the boreal operations of FPAC Members, targeted requests to customers of FPAC Members for cancellations of contracts that pertain to forest products from their boreal operations, and requests to boycott forest products from the boreal operations of FPAC Members; or
 - b) on the basis of the operations of a FPAC Member in the boreal, have shareholders of a FPAC Member divest their shareholdings, discourage individuals and institutional investors from making investments in that FPAC Member, or discourage financial institutions from making or renewing loans to that FPAC Member; and
 - c) and will update their relevant websites, and seek to have the websites of others updated where relevant, to reflect both the foregoing and the status of the CBFA.
7. Subject to Section 8, FPAC and FPAC Members acknowledge ENGOs will continue to engage in ENGO Advocacy Work (provided that this takes place in a manner consistent with provisions of the CBFA) and, where relevant, ENGOS agree that ENGO Advocacy Work that

relates to or will have an impact on the boreal operations of FPAC Members, will positively reference the CBFA, acknowledge the work of FPAC Members under the CBFA, and describe the progress in implementing the CBFA based on the communications plan associated with the Independent Progress Reports.

8. For any advocacy work directed at governments in those jurisdictions where the CBFA has applicability, and where that work is focused on forestry specific activities related to the scope of this agreement, the parties to such advocacy work will seek to ensure that such advocacy work is consistent with the joint work under the CBFA and is supportive of the outcomes of the CBFA
9. FPAC, FPAC Members, and ENGOs agree nothing in the CBFA is intended to prohibit parties from stating a preference for a particular certification program.
10. FPAC, FPAC Members, and ENGOs will not undertake any action that seeks to result in a certification system to ceasing to exist in any form (as distinct from seeking changes to the standards under those programs, associated governance, and how those programs represent themselves to the public and in the marketplace).
11. FPAC, FPAC Members, and ENGOs will ensure that where applicable all of their publicly available materials (both current and future) are consistent with the principles and intent of the CBFA:
 - a) FPAC, FPAC Members, and ENGOs will take steps to review and update their own online media to remove or update any information superseded by the CBFA; and
 - b) It is recognized that there is a significant amount of existing online media and as a result, parties may miss material that should be updated;
 - c) where any party brings to the attention of another online material that may be inconsistent with the principles and intent of the CBFA, immediate steps will be taken to revise that material; and
 - d) any disagreements regarding the nature of updates required in relation to any particular online material will be referred to the National Working Group for problem solving and, failing this, dispute resolution under CBFA Section 19.
12. Recognizing that there are third parties associated with FPAC, an FPAC Member or ENGOs through membership or otherwise who may take a position or make public statements that are contrary to the principles and intent of the CBFA:
 - a) FPAC, FPAC Members, and ENGOs will work proactively (both individually and/or jointly as appropriate in the circumstances) with such third parties to minimize the likelihood of such actions being taken by them;
 - b) Where FPAC, FPAC Members, and ENGOs are aware or believe that such action is being contemplated by a third party associated with them, they will immediately notify the other parties;

- c) Where such actions are taken by such third parties, or it comes to the attention of FPAC, FPAC Members and ENGOs that such actions are pending, FPAC, FPAC Members, and ENGOs:
- i) will jointly discuss if and how best to respond;
 - ii) agree that the response needs to be one commensurate with what is necessary to protect the integrity of the CBFA and the work required to successfully implement the CBFA;
 - iii) agree that the most effective response may vary from situation from situation; and
 - iv) agree that potential responses include but are not limited to a joint public statement acknowledging the inconsistency and reaffirming their position on the issue in question in a manner consistent with the CBFA; and
 - v) will actively work (both individually and/or jointly as appropriate in the circumstances) to have such third party appropriately modify its position, and/or public statements.

13. If an action contemplated in Section 3 is conditional on a specified Milestone being completed, that specified Milestone will be considered to be complete when FPAC/ENGOS agree it is complete or the Independent Assessor advises (in an Independent Progress Report or otherwise) that it is complete.