

MEMORANDUM OF UNDERSTANDING

BETWEEN

HIS MAJESTY THE KING in the right of the Province of Alberta, as represented by the Minister of Forestry and Parks (the "Department")

AND

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

- Whereas the Department is responsible for the management of Alberta's feral horse populations (the "Horse(s)");
- And Whereas the Department established the Feral Horse Advisory Committee (the "Committee") to provide the Minister of the Department ("The Minister") with advice pertaining to a long-term strategy for the management of the Horses;
- And Whereas WHOAS and the Department wishes to enter into a collaborative initiative to support the implementation of the Feral Horse Management Framework through, Horse adoption and fertility control to assist with the management of Horse populations in the specified Equine Management Zones (the initiatives are referred to as the "Adoption Project" and the "Fertility Control Project");

THEREFORE the parties do hereby agree as follows:

ITEM 1 - ADOPTION

- (a) Subject to Item 1 (b) and commencing upon execution of the MOU, WHOAS will undertake and operate the Adoption Project. As a part of the Adoption Project, WHOAS will prioritize capture of Horses that WHOAS believes to be suitable for adoption and make them available for adoption and/or other ownership transfer to interested parties.
- (b) To support the Adoption Project, the Department intends to issue to WHOAS, at its discretion, the licenses required to capture up to a specified number of Horses in an identified geographic area (see attached map), depending on annual aerial survey results and the population status as it relates to the thresholds published in the Feral Horse Management Framework.
- (c) The Department recognizes that the success of the Adoption Project is linked to WHOAS having the infrastructure and the ability to work independently to capture Horses for the Adoption Project in the Adoption Project's identified geographic area.

WHOAS undertakes to provide suitable facilities to ensure the safe and proper care of captured Horses. WHOAS further undertakes to ensure that all Horses entering its handling facility will be examined by a licensed veterinarian, and that the handling of the Horses will comply with all applicable laws, regulations, and directives, as well as the terms of any applicable license. WHOAS for the purposes of the Adoption Project will target Horses that they view are suitable for adoption. It is anticipated there will be a focus on sub-adult Horses of both male and female genders.

- (d) While acknowledging that the Department retains ultimate discretion in determining the conditions of any applicable licenses, WHOAS and the Department will work collaboratively to establish the:
 - i. Identified geographic area within which the Adoption Project Horses will be captured.
 - ii. Annual number of Adoption Project Horses to be captured.
 - iii. The most appropriate time for the capture of Horses to be conducted. The Department will additionally consider permitting WHOAS to capture Horses outside of the identified time for the capture of Horses in limited circumstances, and on a case-by-case basis.
 - iv. Parameters of Horse data collection, collation and reporting by WHOAS volunteers to support WHOAS' and the Department's Horse research and tracking efforts.
- (e) Pursuant to any applicable license, WHOAS undertakes that all Horses, which are captured under the Adoption Project, will be transferred to WHOAS' handling facility, and not returned into the wild. WHOAS is not expected to operate at capacity for the duration of this MOU, however minimum removal targets may be set and agreed annually for Adoption Project. Capture licenses will be issued specifying the location(s) and minimum targets each year.
- (f) Adoption Project totals are separate from distressed and nuisance intakes. Separate licenses will be issued for these purposes.
- (g) Infrastructure acquired by WHOAS through department grants are to be used to support the Adoption Project efforts for the duration of this MOU, as well as to work collaboratively with the GoA on any other initiatives that may arise from this partnership.
- (h) WHOAS undertakes to provide to the Department, within sixty (60) days of the anniversary date of this MOU, an Annual Report of the Adoption Project, incorporating the following information:
 - i. The number of Horses captured and identifying the number of captured Horses transferred to WHOAS' handling facility and the number of captured Horses returned to the wild.
 - ii. The age and gender of all Horses captured.
 - iii. The ultimate disposition of all Horses captured.

- iv. The results of all health examinations conducted on the Horses.
 - v. An evaluation of the Adoption Project against the following success measures:
 - 1. The targeted number of Horses that were successfully rehomed.
 - 2. The ability of the rescue facility to humanely and safely handle the process of gentling and rehoming the Horses.
 - 3. Cost to WHOAS which include veterinary costs for castration of all male Horses.
 - 4. Lessons learned, for potential incorporation into any subsequent years of the Adoption Project, or any other related projects engaged in by the Department and/or WHOAS.
 - vi. Any other information the Department may reasonably require.
- (i) Within thirty (30) days of the provision of the Annual Report identified in Item 1 (j), the Department and WHOAS will jointly review the success of the Adoption Project.
 - (j) All capture licenses granted to WHOAS for the purposes of the Adoption Project shall be subject to all laws, regulations and rules pertaining to the capture and potential transfer of ownership of the Horses.

ITEM 2 - FERTILITY CONTROL PROJECT

- (a) Subject to Item 2 (b), and commencing upon execution of the MOU, WHOAS will participate in providing the infrastructure and operational field support of feral Horse fertility control in yellow or red rated equine management zones as per the Feral Horse Management Framework, with the intent to begin implementing the Fertility Control Project for Horse population management.
- (b) To support the Fertility Control Project, the Department intends to issue to WHOAS, at its sole discretion, licenses as may be required to capture, treat and release up to a specified number of Horses in an identified geographic area, for fertility control.
- (c) The Department recognizes that the success of the Fertility Control Project is linked to WHOAS having the exclusive ability to capture Horses for the Fertility Control Project in the Fertility Control Project's identified geographic area.
 - i. Subject to its ongoing discretion, the Department intends to preclude the capture of Horses by other parties within the Fertility Control Project's identified geographic area.
 - ii. Further to the above, WHOAS agrees that it will not capture for adoption any targeted mares.

- iii. WHOAS agrees to provide infrastructure (chute system) and personnel to support the humane capture and treatment of the selected Horses with the approved products following veterinary/industry standards.
- (d) The parties to this MOU acknowledge that qualified veterinarians will be collaborating with WHOAS in implementing the Fertility Control Project. Under the discretion of the WHOAS veterinary or designate any injured Horses under their care will be humanely euthanized if necessary.
- (e) As required by law, and any applicable licenses, WHOAS shall provide suitable equipment and facilities to ensure the safe and proper care of the Horses captured for the purposes of the Fertility Control Project.
- (f) While acknowledging that the Department retains ultimate discretion in determining the conditions of any applicable licenses, WHOAS and the Department will work collaboratively to establish the:
 - i. Identified geographic area within which the Fertility Control Project will be administered.
 - ii. Protocols for selecting Horses to be vaccinated, discretion on vaccine use, will be the responsibility of WHOAS qualified personnel. The number of mares to be targeted will be reviewed and agreed upon by both parties. The most appropriate time for the Fertility Control treatment to be administered is the responsibility of the WHOAS veterinary or designate and this will be decided in collaboration with department staff.
 - iii. Parameters of Horse data collection, collation and reporting by WHOAS volunteers to support WHOAS' and the Department's Horse research and tracking efforts.
- (g) The Fertility Control Project's operational plan is as follows:
 - i. Vaccines will be applied to targeted mares by WHOAS veterinary or designates.
 - ii. The vaccination method will be given within the confines of a corral/pen system.
 - iii. Targeted Horses that receive a vaccine will be periodically exempted from vaccination to enable reproduction.
 - iv. A volunteer, community-based, monitoring program will assist with the identification, tracking, data-gathering, and reporting of targeted Horses.
 - v. WHOAS will provide logistical support in the form of trained volunteer field personnel and the necessary equipment as may be required.
 - vi. Data obtained during the course of the Fertility Control Project will be collected and collated.

- (h) WHOAS shall provide to the Department, within sixty (60) days of the anniversary date of this MOU, an Annual Report of the Fertility Control Project, incorporating the following information:
- i. The results of all health examinations conducted on the Horses by WHOAS veterinarian or designate.
 - ii. The number, age, and location of all targeted Horses vaccinated.
 - iii. An evaluation of the Fertility Control Project within the context of the following success measures:
 1. Successful vaccination of the targeted number of mares in the specified area.
 2. Successful monitoring and tracking of the mares and where possible document the number of Horses missing.
 3. Lessons learned, for potential incorporation into any subsequent years of the Fertility Control Project, or any other related projects engaged in by the Department and/or WHOAS.
 4. At the end of the term, be able to demonstrate on an individual basis the success of the fertility control project on suspending reproduction in wild Horse mares and demonstrate the long-term application of this technique as it applies to wild Horse herd population control.
 - iv. Information gathered by WHOAS volunteers including, but not limited to, information pertaining to Horse populations, behavior, migration patterns, feeding habits, and encounters with wildlife and humans with the understanding that ownership of the information resides with WHOAS and cannot be distributed or published without the written consent of WHOAS and that such consent will not be unreasonably withheld.
 - v. Such other information as the Department may reasonably require.
- (i) Within thirty (30) days of the provision of the Annual Report identified in Item 2 (h), the Department and WHOAS will jointly review the success of the Fertility Control Project.
- (j) Any capture licenses granted to WHOAS for the purposes of the Fertility Control Project shall be subject to all laws, regulations and rules pertaining to the capture of the Horses.

ITEM 3 - WHOAS RESOURCES AND COSTS

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

ITEM 4 - RESPONSIBILITY FOR HORSE AND LAND MANAGEMENT

- (a) WHOAS agrees that while the WHOAS Projects may prove to be effective methods of controlling the Horse population in Alberta, the Department, at its sole discretion, may pursue alternative Horse management strategies both within any areas that have been designated for the implementation of the WHOAS projects and throughout the Province.
- (b) Nothing in this MOU is to be interpreted as changing or preventing current land uses in any areas designated for the implementation of the WHOAS Projects. The Department will consider additional requests by WHOAS for access to restricted areas in furtherance of the WHOAS Projects.
- (c) The Department agrees to provide WHOAS with such information and data as may be reasonably required to support the WHOAS projects, including, but not limited to annual feral Horse count information and maps of various features of the project.

ITEM 5 - DELEGATION BY DEPARTMENT

- (a) The Department may delegate any duties, powers, or functions in relation to the provisions of this MOU to any employee or employees of the Department.
- (b) The Department designates and appoints the Director of Rangeland Stewardship and Land Use Policy, located in Lethbridge, Alberta, Department of Forestry and Parks as its representative for the purposes of this Agreement.
- (c) The Department shall notify WHOAS in writing of any change with respect to the designation in Item 6 (b).

ITEM 6 - OCCUPATIONAL HEALTH AND SAFETY

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

ITEM 7 – INSURANCE

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

ITEM 8 - INDEMNITY

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

ITEM 9 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

ITEM 10 - NOTICES

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

- i. to the Department:

Address:

Forestry and Parks
Lands Delivery and Coordination South
Agriculture Centre Main Floor
5401 – 1 Ave S
Lethbridge AB
T1J 4V6

Attention: Mike Alexander, Director

- ii. to WHOAS:

Address:

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

Attention: Mr. Jack Nichol, President

ITEM 11 - AMENDMENT PROCESS

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

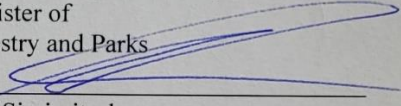
ITEM 12 - COMMENCEMENT AND WITHDRAWAL

- (a) This MOU commences on February 1, 2025 and shall be valid until March 31 2028. This MOU may be withdrawn at any time upon mutual agreement of the Department and WHOAS or, alternatively, 60 days after written notice is provided by either party.

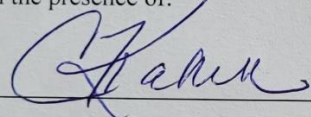
IN WITNESS WHEREOF the parties to this Memorandum of Understanding

have set their signatures this January day of 31 2025.

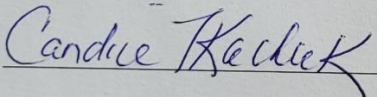
HIS MAJESTY THE KING
in right of the Province of
Alberta, as represented by the
Minister of
Forestry and Parks

Per: 
Rob Simieritsch
Executive Director
Lands Delivery and Coordination South

SIGNED, SEALED AND DELIVERED
in the presence of:

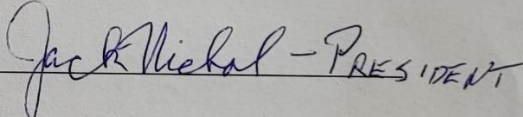


(Witness)



Print Name

WILD HORSES OF ALBERTA SOCIETY

Per:  - PRESIDENT

(signature) (position)

Per: JACK NICHOL

(signature) (position)

