IN WITNESS WHEREOF the Participants' authorized representatives have duly executed this MOU on the dates indicated.

FEDERAL AGENCIES

For CFIA

Dr. James Marjerrison
A/ Executive Director, Western Area

Date JUN 25 2009

For CFIA

Paul Littlewood
Regional Director, BC Coastal

Date MAY 04 2009

For AAFC

John Berry
Regional Director, BC

Date MAY 04 2009

For NRCan/CFS

Kami Ramcharan
Director General

Date June 12/09

PROVINCIAL AGENCIES

For BCMAL

Marney K. James
Director, Agri-Food Protection Branch

Date May 04, 2009

For BCMFR

Jim Snetsinger
Chief Forester

Date May 27/09

For BCMoE

Jim Hofweber
Director, Environmental Management Branch

Date May 19/2009

MEMORANDUM OF UNDERSTANDING
FOR
CRITICAL PLANT PEST RESPONSE
IN BRITISH COLUMBIA

Among:

The Canadian Food Inspection Agency (CFIA)

- and -

Agriculture and Agri-Food Canada (AAFC)

- and -

Natural Resources Canada, the Canadian Forest Service (NRCan/CFS)

- and -

The BC Ministry of Agriculture and Lands (BCMAL)

- and -

The BC Ministry of Forests and Range (BCMFR)

- and -

The BC Ministry of Environment (BCMoE)

Whereas the Canadian Food Inspection Agency (CFIA), Agriculture and Agri-Food Canada (AAFC), Natural Resources Canada, the Canadian Forest Service (NRCan/CFS), the BC Ministry of Agriculture and Lands (BCMAL), the BC Ministry of Forests and Range (BCMFR), and the BC Ministry of Environment (BCMoE)("the Participants") recognize that agriculture, forestry, and the biodiversity of British Columbia are major contributors to the economy of both the province of British Columbia and Canada;

Whereas, the CFIA is responsible for the administration and enforcement of the *Plant Protection Act (Canada), 1990*, c.22 and is the lead authority for the protection of plant life and the agricultural and forestry sectors of the Canadian economy through the prevention, detection, regulation, and eradication of quarantine plant pests in Canada;

Whereas, AAFC is responsible for providing information, research and technology, and policies and programs to achieve security of the food system, health of the environment and innovation for growth in Canada.

Whereas, NRCan/CFS is responsible for promoting the sustainable development of Canada's forests and competitiveness of the Canadian forest sector for the well-being of present and future generations of Canadians;

Whereas, the BCMAL is responsible for promoting economic development and environmental sustainability for the agriculture, aquaculture and food sectors, supporting them in delivering safe, healthy and high-quality food, and for managing Crown land in a manner that contributes to the economic, societal and environmental goals of government. BCMAL is responsible for the administration and enforcement of the *Plant Protection Act (British Columbia),* 1996, and the *Weed Control Act,* 1996.

Whereas, the BCMFR is responsible for the management and conservation of forest and range resources for short- and long-term socio-economic benefits, to protect and sustain British Columbia's forest & range productivity and health and to encourage competitive forest and range industries. BCMFR is responsible for the administration and enforcement of the *Forest and Range Practices Act,* 2008.

Whereas, the BCMoE is responsible for the administration and enforcement of the *Integrated Pest Management Act,* 2003; delivering programs that promote sustainable environmental management and providing scientific expertise and information intended to maintain British Columbia's biodiversity and associated environmental, economic and social benefits.

Whereas, a Critical Plant Pest introduction, if not effectively managed, could have serious economic, environmental and social impact on the agriculture, forestry, tourism and recreation resource base of British Columbia and Canada;

Whereas, the Participants wish to establish a framework and a committee of senior officials to deal with Critical Plant Pests as portrayed in Appendix 1 as the "Critical Plant Pest Management Committee"(CPPMC).

Whereas, the Participants recognize that the objective is to prevent, eradicate, and contain Critical Plant Pest introductions in British Columbia;

Whereas, there is a necessity for federal and provincial government ministries that manage plant pest introductions to act cooperatively when introductions that impact the public interest at both the provincial and federal levels of government occur or arise, and that a lead agency may be designated on a case-by-case basis by the CPPMC;

Whereas, the Participants wish to provide a coordinated and cooperative approach to sharing information, and applying all appropriate resources to minimize the environmental, economic, and social impacts of a Critical Plant Pest introduction, and therefore wish to develop an overall, comprehensive Critical Plant Pest Response Plan for British Columbia, and in addition, individual, species-specific plant pest response plans as needed;

And Whereas, the Participants wish to optimize opportunities for efficiencies and further reinforce collaboration to prevent or respond to Critical Plant Pest introductions and, if required, set the stage for ongoing management programs.

NOW THEREFORE senior representatives of the Canadian Food Inspection Agency, Agriculture and Agri-Food Canada, Natural Resources Canada, the Canadian Forest Service, the BC Ministry of Agriculture and Lands, the BC Ministry of Forests and Range, and the BC Ministry of Environment agree:

1. To establish a standing Critical Plant Pest Management Committee (CPPMC) of senior officials, as defined in Appendix 1, to deal with issues respecting Critical Plant Pests as defined in Appendix 2.

2. To have a Critical Plant Pest Response Plan for British Columbia, which, once developed, will be appended as Appendix 4 to this Memorandum of Understanding (MOU).

3. To enable the CPPMC to establish or support Task Forces to develop comprehensive, species-specific plant pest response plans in keeping with existing provincial and federal plant health strategies such as the National Forest Pest Strategy and Alien Invasive Species Strategies to provide for a coordinated, efficient and effective inter-agency management of a Critical Plant Pest introduction in British Columbia on either private, provincial or federal lands as described in Appendix 3. The plans are not intended to constrain or intrude on the jurisdictional prerogatives of any government or agency.

4. To share resources where practicable, and to develop and share opportunities amongst the participants such as training, coordinated post-pest detection and surveillance activities.

5. To share critical information, and to have an agreement among the Participants to share confidential information as permitted by federal and provincial access to information and

privacy legislation as outlined in Appendix 5, and to advance common communication approaches.

6. This MOU will remain in effect for a period of five (5) years from the effective date hereof and shall be automatically renewed thereafter for successive periods of five (5) years unless terminated. Revisions or additions to the MOU may be made with the written consent of all Participants.

7. Any Participant may terminate its participation in this MOU by providing thirty (30) days written notice to all the other Participants.

8. It is hereby understood by the Participants that:

   a) AAFC, NRCan/CFS, BCMAL, BCMFR, and BCMoE officers or employees may need to be designated as analysts, inspectors, or officers for the purposes of the Federal Plant Protection Act.

   b) AAFC, NRCan/CFS, BCMAL, BCMFR, and BCMoE will remain responsible for all actions undertaken by their respective officers or employees when those officers or employees are not performing powers, duties or functions as designated analysts, inspectors or officers under the Federal Plant Protection Act.

9. This Memorandum of Understanding is not intended to create a binding legal relationship between or among the Participants.

10. This MOU will not impose any financial responsibilities on the Participants, except that each Participant will be responsible for the funding costs s/he incurs in her/his own interest, related to the support of this MOU.

11. Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation among the Participants and will not be referred to a national tribunal or other third party for settlement.

12. This MOU comes into effect on the date of the last signature by the Participants.

APPENDIX 1

Critical Plant Pest Management Committee

The CPPMC is a committee of senior officials where Critical Plant Pest issues are identified and collaborative approaches are developed in keeping with the legislative mandates of the Participants. This committee facilitates the sharing of critical information, resources and expertise to meet the objectives to prevent and eradicate Critical Plant Pests affecting British Columbia. The CPPMC has the responsibility to oversee the development of species-specific plant pest response plans and execution of those plans when deemed necessary by the CPPMC. The CPPMC consists of up to two members from each of the Participants and a Chair and Co-Chair are selected by the members. The Chair and Co-chair normally serve for a period as determined by the members and are selected on a rotational basis from among the Participants. A member of BCMAL or BCMFR holds either the Chair or Co-chair at all times. The CPPMC meets a minimum of once per year but additional meetings are held at the call of the Chair as necessitated by the Critical Plant Pest circumstance.

The CPPMC also has the responsibility to initiate additional Task Force groups when required to respond to Critical Plant Pest situations. The CPPMC recognizes the importance of the BC Plant Protection Advisory Council (BCPPAC) (see Appendix 6) and other organizations, and will use the expertise from the BCPPAC technical committees when appropriate or will create new Task Forces as required. The primary role of the Task Forces is to provide science and technical advice, recommendations, and reports to the CPPMC. The Task Forces are established with members from all the appropriate Participants and include experts, as deemed appropriate and reasonable by the CPPMC, from other organizations such as universities, other levels of government such as municipalities, industry associations, and other experts. The structure, role, responsibilities, and membership of the Task Forces are described in Appendix 3.

APPENDIX 2

Definitions

Critical Plant Pest: A plant pest whose introduction or spread into previously uninfested areas of BC from other regions of BC, from other regions within Canada, or from other countries threatens the environment, the economy or society in British Columbia.

Plant Pest: For the purpose of this MOU, plant pests include insects, diseases, invasive plants, or other pests.

- **Insect**: For the purpose of this MOU, 'insect' includes any arthropods, such as insects and arachnids, that are identified as plant pests.
- **Disease**: For the purpose of this MOU, 'diseases' include fungi, bacteria, viruses, viroids, protists, phytoplasms, and nematodes that are identified as plant pests.
- **Invasive plant:** For the purpose of this MOU, an 'invasive plant' is any plant that is not native to British Columbia that is determined to be an invasive plant.
- **Other pest**: For the purpose of this MOU, 'other pest' may include higher parasitic plants, molluscs, or vertebrates.

APPENDIX 3

Task Force (s)

The Task Forces (T/Fs) are established by the CPPMC with selected members from all the appropriate participants and could include experts from universities, industry associations, and other groups, and other levels of government such as municipalities when deemed appropriate and reasonable by the CPPMC. The CPPMC establishes the membership of the T/Fs and appoints the Chair. The Chair calls the T/Fs meetings when required to obtain and examine expert scientific advice, draft and / or review species-specific plant pest response plans, and report to the CPPMC.

The structure of the T/Fs allows for the establishment of sub-committees where members are drawn from the T/Fs and the sub-committee chairs are appointed by the T/F Chair. The sub-committees report to the T/Fs in a structure as follows:

Chair..... As determined by the CPPMC

Members..... As determined by the CPPMC

Sub-committees May include but are not limited to
- Science/ Research
- Operations (Surveillance and control)
- Communication

APPENDIX 4

British Columbia Critical Plant Pest Response Plan

(to be appended)

APPENDIX 5

Information Sharing Process

PURPOSE

1. The purpose of this Appendix which forms part of the Memorandum of Understanding (MOU) is to facilitate the sharing of information between the Participants for the common purpose of monitoring or regulating the control of, spread or eradication of critical plant pest introductions and for the enhancement of regulatory activities by the Participants, as well as for notification of the public of an introduction within British Columbia.

2. Information sharing pursuant to this MOU is meant to:

   (a) enhance the general regulatory intent of the Acts administered and enforced by the Participants;

   (b) where applicable, protect the privacy of individuals to whom the information relates, as well as confidential information, according to applicable federal and provincial access to information and privacy legislation; and

   (c) enhance the Participant's ability to ensure appropriate notice to the public of any emergencies or risks of harm to the public, plants or the environment.

USE OF INFORMATION

3.1 The information shared pursuant to this MOU will be used to enhance decision-making within the specific authorities and legislative schemes of the Participants by creating a clear understanding of relevant plant introduction facts.

3.2 The information provided by any Participant will only be used to:

   (a) provide each Participant with essential, supplementary or complimentary facts and other information such as licenses and permits, related to the common purpose of plant health regulatory decision making as deemed necessary by a Participant for the identified purpose;

   (b) enhance enforcement activities of the Participants; and

   (c) avoid unnecessary duplication of facts or voids of relevant facts.

INFORMATION TO BE EXCHANGED

4.1 In case of an introduction of a critical plant pest, each Participant will, as soon as practicable, notify all members of the BC Critical Plant Pest Management Committee (CPPMC) of all critical plant pest information.

4.2 Upon request, any Participant will receive any or all of the following from other Participants in respect of an introduction or generally as the information is available to the Participant from whom it is requested. The information to be exchanged among participants may include:

(a) laboratory test results;
(b) inspectors reports;
(c) disease or introduction reports;
(d) plant movement permits or licenses;
(e) quarantine documents;
(f) import certificates;
(g) export certificates; and
(h) pest risk assessment documentation.

REPORTS AND CONFIDENTIALITY

5.1 The Participants may prepare reports based upon the data provided by one to the other under the terms of this MOU.

5.2 If a Participant wishes to release a report containing information which was provided by another Participant, external to the CPPMC or the associated Task Force, it must provide a copy of the report to the other Participants of the CPPMC. The other Participants shall have at least three (3) business days from the day of receipt to examine the external report and make known whether it consents to the release in whole or in part, having consideration of the following principles:

(a) the overriding concern for public, plant and environmental safety and well being;

(b) protection of personal and confidential information according to the respective provincial and federal laws; and

(c) each Participant will act in good faith and will not unreasonably withhold consent to release.

5.3 A Participant will not release an external report s/he has prepared without the consent of the other Participants as per clause 5.2.

5.4 Notwithstanding clauses 5.2 and 5.3, in an emergency situation, a Participant has an obligation to notify the public or any affected group of people of any information of risk of significant harm to the environment or to the health or safety of the public or plants or

information the disclosure of which is, for any other reason, in the public interest. If it is not practicable to comply with clauses 5.2 and 5.3, that Participant shall notify the other Participants at the time the external report is provided, and the other Participants shall have three (3) hours to advise of any concerns with the release of the external report. If a response is not received within three (3) hours the Participant may release the external report without further recourse to the other Participants.

5.5 In the event a Participant receives a request from a third party to disclose any information received pursuant to this MOU, that Participant will promptly advise the other Participants of the request in writing and will refrain from disclosing the information until the remitting Participant has reviewed the request and has either consented to the disclosure or provided reasons for not disclosing the information. Should the requesting Participant not receive the consent or the reasons for refusing disclosure within 30 days of the date of the advice, the requesting Participant may disclose the requested information without further recourse to the remitting Participants.

5.6 Nothing in this MOU will be interpreted so as to prevent a Participant from disclosing any information received under the MOU which the participant may be authorized or required to disclose under legislation, administrative process or court order, but the disclosing Participant shall where feasible notify the remitting Participant prior to any such disclosure.

DESTRUCTION OF INFORMATION

6.1 In the event of termination of this MOU, each Participant will destroy or dispose of the information received from the other Participants, upon written request of the remitting Participant and in accordance with the legislative requirements of that Participant, unless that information is incorporated into and forms part of an "external report" prepared by the other Participants.

6.2 Each Participant will inform all other Participants, in writing, of the destruction or disposition of all pertinent information.

APPENDIX 6

British Columbia Plant Protection Advisory Council (BCPPAC)

The BCPPAC was created in 1973 to provide a forum to address plant health and plant quarantine issues of concern to British Columbia. Membership on the Council includes representatives from federal and provincial governments, industries and universities. The major functions of the council are to evaluate new occurrences of agricultural or forest insects or diseases in the province, and to recommend strategies or options to appropriate agencies to eradicate, contain or control these occurrences. The council appoints technical committees to conduct these evaluations and to develop recommendations for approval by council.

The Terms of Reference for BCPPAC is expected to be updated in FY2009/10 to reflect current activities of the Council and to harmonize with the CPPMC that will be created in accordance with this MOU. BCPPAC's 2009 Terms of Reference, once developed and approved, will be appended to this MOU.

RECORD OF AMENDMENTS to this MOU

Amendment Number	Date Amended	Amended By (please print)	Initials