



**Making Peace and
Decisions in the
Salmon Fishery**

Module 3:

**Reaching Outcomes:
The Four Stages of Good Process**

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Introduction: Building PDC to Fit

While the situations and context are many, the concepts, guiding principles, and steps are essentially the same whether one is on the riverbank or in the boardroom. The difference in the response required lies in the time and energy needed at each step to reach agreement in the journey to a final agreement. The number of participants involved, the history of the issues, the past relationships of participants, the complexity of the issues and the breadth and intensity of the impact of PDC outcomes determine how much energy and time is required to reach agreement at each stage in the journey to a final agreement. The adaptability of PDC stems from its inherent flexibility. Flexibility, an integral guiding principle in the design and use of a PDC process, is essential to enable collaboration among the participants to follow the evolving consensus of what is important to address and who is important to involve. If a collaboration to determine a community sentence changes from considering jail to a number of conditions involving both substance abuse treatment and community work, the collaboration needs to be sufficiently flexible to encompass new folks and issues. In fisheries a collaboration over allocation may be affected by developments in critical habitats. Again flexibility allows participants to follow their consensus of what must be addressed and who must be involved.

In working through the following core framework of PDC, our discussions will address many ways to adapt PDC to very different uses.

Establishing a Framework

The Fours Steps of PDC

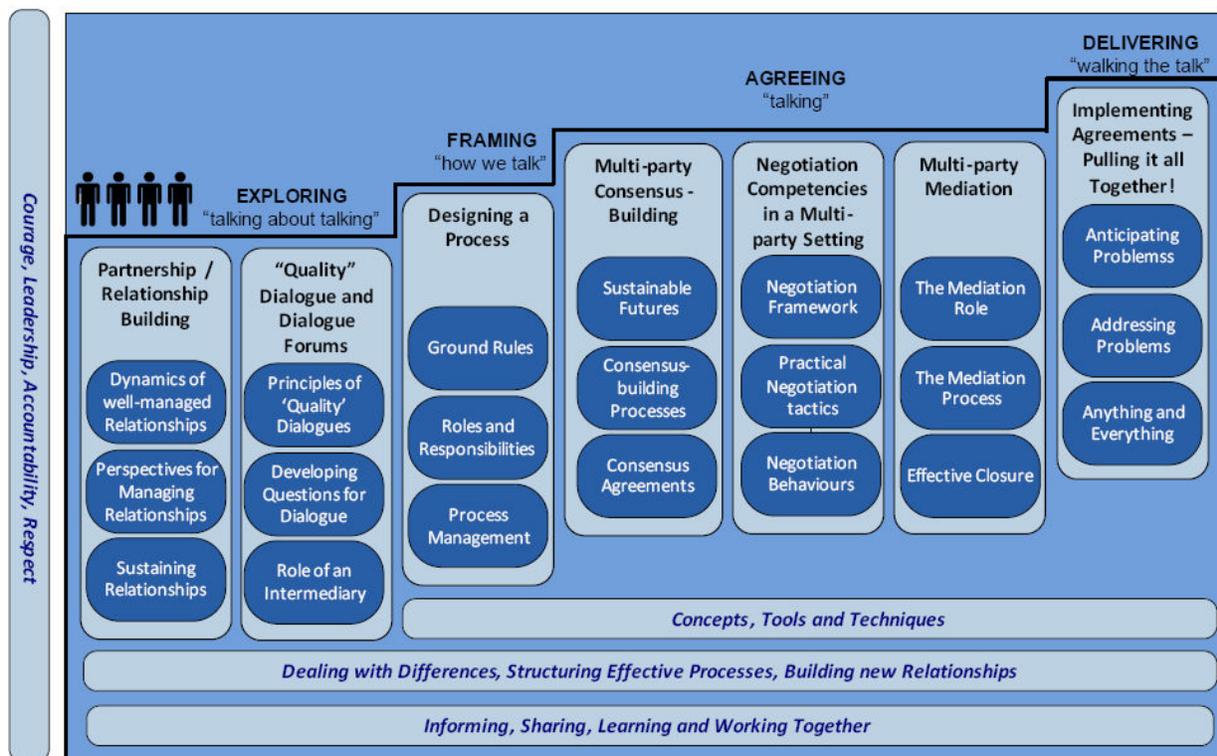
Effective collaboration, appropriately employed, should have four distinct stages. Successful completion of the each stage is a necessary precondition to success in the next. Moving from one stage to the next requires the mutual consent of the involved interests and/or parties.

Phase 1: Exploring (Assessing) Potential Interest in Participation

Initial exploratory discussions to determine the interest of prospective parties in participating in collaboration, and to assess whether or not collaboration is appropriate. Questions of the following nature are typical of the kinds of questions that might be discussed, amended and adapted as required to the particular situation:

- Is there a reason to participate in the process?
- Can the subject matter be addressed at this time?
- Is there a sense that progress might be made or issues addressed? I.e. are the issues "negotiable"?
- Can the major interests be identified?
- Do all interests have reason to seek agreement?

- Are there representatives who can speak for these interests?
- Is it possible to identify spokespersons with the capacity to agree?
- Are there incentives for reaching agreement? What are the negative consequences of failing to agree?
- Are the decision makers who will be required to act on the results of this process willing to be involved or act or respond to any agreement reached during the process?
- Can a viable process be structured? Or, is another decision making process more applicable to resolving the issues?
- Are there preliminary matters that need to be dealt with before the process can get under way (for example, pre-negotiation to get some participants to the table)?
- Are there parallel activities occurring that must be considered?
- Would the assistance of a third party, e.g., mediator / facilitator mediator be helpful?



These are the type of questions that need to be addressed by all of the parties, prior to any substantial effort to move forward with the negotiation of the ground rules for the process.

Phase 2: Developing a Framework : Ensuring expectations are Clear

In multi party conflicts or planning processes there are often several parties organized in very different ways, all trying to work in concert with other groups with whom they have limited and often difficult relationships. The questions to be resolved may be complex and technical

*Experience constantly reminds us...
Failing to prepare, prepares us for
failure.*

and affect social and personal values of broad public concern. Independently, the parties may have limited influence over the outcome of the dispute beyond their ability to frustrate their respective goals.

The first task is to develop a framework for the process that best addresses the needs of the parties and the situation---having a "good" means of disputing is a necessary prerequisite to effective dispute resolution. Either when an established framework does not exist or when a need arises to change an existing process there is an invaluable opportunity and a challenge for the parties. The challenge is for the parties to develop a mutually agreed-upon framework for the negotiations, taking into account the often-difficult specific realities of a conflict situation. An important opportunity for building the capacity to work together is realized when the parties use this initial stage of building a framework to develop a working relationship, joint ownership of the process, and an initial set of agreements upon which to build.

In the course of reaching agreement on a written expression of this framework – often referred to as or ground rules , the parties are able to "pre-address" the strategic issues that are likely to arise- protocols of this nature also ensures that the parties understand the “rules” of the road, because they are their rules, not someone else’s. Reaching agreement on matters other than the substantive issues that divide them builds relationships, and demonstrates their mutual will to work together to find agreement. It is critical to deal with the "how" before proceeding to “what” . As noted by many ‘you can’t get to a good place in a bad way’.

Complex negotiations often fail because the parties never have a clear understanding of the “ how they will do business together” before they “get down to business “-(tantamount to agreeing to go into business as partners and invest time and money without any clear basis established as to how the partnership will operate), or they have adopted someone else’s “process” that does does not fit their circumstances, or if it does they have never taken the time to understand it. There is a great temptation and pressure to move quickly to “what”, [the issues or substance of the conflict] before getting the ‘how’ right. Bending to this pressure commonly causes troublesome and often insurmountable challenges later.

Dealing with the issues without a common understanding of the "rules of the game" is like attempting to play football without first establishing one set of rules: a Canadian team would play by Canadian rules and assume twelve players to a team and three "downs"; a British team would play by football association rules assuming fifteen players to a "side", scrums, no downs and no forward passes; a Mexican team would play with a round ball and assume that only the goal keeper could touch the ball

with his hands; and the eleven member American team would charge that no one was playing "fair".
And with that prospect, it would not be a 'safe space'.

There are other pragmatic reasons to reach agreement on the framework:

- It gives each party the opportunity to assess the sincerity of the other's to work together to reach agreement on the fundamental issues that divide them, and to determine whether investing time, effort, and resources in the initiative is warranted
- If agreement cannot be reached, or reached within a reasonable time period, it provides a reason for the parties to discontinue their efforts, for if it is not possible to reach agreement on "how we are going to do business together" there are no prospects to "do business".
- This is a critical point in determining whether there is reason to go forward, or not – and too often the failure to work through this process to an outcome leads to prolonged and protracted negotiations that are destined to fail, but there has been no clear point of exit.
- Or alternatively, parties do embark upon the process of developing the framework and allow it to continue aimlessly until it collapses under the weight of frustration over being "processed to death" ... and typically that assessment may be entirely accurate.

Assuming that the parties in the course of the exploratory discussions have agreed to move forward with discussions, the first step is to attempt to reach agreement on the framework to ensure that the parties have clear expectations regarding the purpose and nature of the process, responsibilities of the parties and roles and responsibilities of the "process manager(s)". They provide the "rules of the road" for the process. In general, the more complex and difficult the situation, the more explicit these ground rules need to be. A careful consideration of the 'Ground Rules' before substantive negotiations begin is the best assurance that these issues will not emerge as dilemmas and crisis during the process itself – in effect anticipating the 'land mines' that can typically blow up negotiations, and providing the means to avoid them or deal with them when they are identified. .

Mutual understandings on the Framework – the "ground rules"- serve as a kind of "constitution" for the subsequent discussions in the following respects:

Clarification of involved parties and commitment of representatives - Also, as part of this initial development, the parties to the discussions and how they will be represented will be dealt with.

Establishing and agreeing to the objectives and expected outcomes of the discussions - Defining and agreeing on the purpose of the discussions, and the expected outcomes is essential at the outset to avoid problems later in the process.

Clear definition of issues - Similarly, the time to define the issues that are part of the discussion, and those that are not should occur early in the process.

Sharing of information, support - It is at this point that the need for assistance in attending, or in the timing, conduct and location of the meetings, and any resourcing considerations, are likely to be discussed.

Developing the detailed schedule, deadlines and milestones - One of the most important tasks for this step of the process is to set out a schedule of meetings and a number of concrete milestones and deadlines. This would include the opportunity for all of the parties to assess progress to date and ask whether it is in their collective interest to continue.

If agreement cannot be reached - If it becomes apparent that the parties cannot reach agreement on the issues to be included, the parties, or the timetable, the manner in which the discussions will proceed, etc., then the likelihood of the resolution of the more substantive issues is highly unlikely, and the process would end here. The result at that time would depend on the dynamics of the discussions and the reasons why the process could not proceed.

Other considerations that are often considered:

- The possibility of adding an issue or factor into the discussions that had not been considered at the outset,
- The possibility of adding another organization or group to the discussions,
- Dealing with media,
- The management of sub-committees and groups,
- The designation of alternatives and representatives,
- Involvement of legal counsel and technical advisors.
- Involvement of third party assistance, e.g., mediator / facilitator.

The ground rules should be created by the parties to derive the full benefits of relevance and commitment. To borrow ground rules created for another process may result in both unrealistic and missing provisions. The discussions between the parties around these issues are key to enabling them to test each other's willingness to go forward meaningfully, and to ensure that matters of concern are raised and discussed fully. Using questions like the following are an effective tool to guide those discussions – and step one is to invite the party to adapt and tailor a suite of questions like what follows to ensure it reflects their situation and concerns.

Front End Questions

What is the purpose of the process? What are the goals and underlying interests of the parties?

- What is the purpose of this process? “Policy Level” or “Operational”? Is there general agreement on the scope of the issues that need to be addressed? Might more than one process be required? How might they be related?
- What interests do the parties consider might be dealt with through the establishment of this process? Are these interests of both a general and specific nature?
- Can other matters be subsequently added by mutual agreement of the parties?

Are there understandings or commitments necessary between the parties before beginning the process?

- Are there assurances regarding activities in other forums?
- Are there commitments regarding the quality of or bases for decisions?
- Does there need to be a commitment that “everything is on the table” or a definition of what is not “on the table”?
- Does there need to be an understanding of whether there are any commitments in place that predetermine that range of possible agreements?

Who needs to be involved?

- Who are the major interests who will be part of any agreement?
- Are there other parties who may have an interest in the outcome or whose concurrence may be necessary to the effectiveness of the process, or in implementing any outcomes? Should they also be at the table? How else might their interests be represented?
- Are there others who need to be kept “informed”? If so, who is to do the “informing”? And how?

NOTE...Despite the best efforts of the mediator and parties to assess the dispute and to include all concerned parties, new interests may emerge and demand to be included. This can occur when groups or individuals not previously aware of a situation learn of its existence, or when the search for solutions results in new interests being engaged. Therefore, the parties should consider specific provisions for future requests for inclusion in the process. They may decide to encourage the expansion of a party or coalition to include the new interest, or it may be necessary to add a new party.

How will decisions be made?

- Will decisions be made by consensus? How will consensus be defined?
- Is the goal unanimity on an entire package of provisions? How is unanimity defined?
- Is abstention permitted? On individual provisions? On the entire set of provisions?
- May areas of disagreement be defined in a mutually acceptable manner and included in an agreement?

How will “agreement” be defined and presented?

- What will be the structure of the agreement? A contract? Treaty? Regulations? Joint recommendations? Other?
- May more than one agreement be necessary? Or sub agreements?
- Are the participants expected to sign the agreement?
- Are the participants expected to speak for or recommend their agreement? Defend their agreement against challenges?

Note ...As agreements are being constructed, it must be clear to what extent the parties and those they represent will support or be bound by evolving and final agreements. It is also important to explicitly address what will occur in the absence of agreement, and whether agreement on all issues is required. (The parties may agree to include statements defining areas of disagreement within the agreement so long as those areas are not so central to the dispute as to make the total agreement moot.)

What is the expected timetable and duration of the Process?

- Are there existing timelines within which the process must operate?
- Are there a series of stages or accomplishments that might be identified for which interim time goals might be established to encourage and measure progress?

NOTE... The protocols should provide a deadline for conclusion of the process. Where possible, the deadline should reflect some shared event or requirement. It is seldom sufficient to have a single and final deadline. The protocols should specify some interim date or dates at which the parties must jointly assess progress being made and agree to continue or end the process. This type of provision not only helps to minimize the risk of one or more parties using the process for delay, but also can play an important role in encouraging progress at interim points in the process.

How should the Process be structured?

- How will the parties be represented in the process or related processes?
- Will there be separate roles for managers? Advocates? Experts?
- Are there possible groupings or caucuses among the participants that should be identified and may play a role in the process?
- May “Working Groups” or “subcommittees be formed to address specific tasks or issues? May they include members not formally involved “at the table”?

NOTE... Subgroups develop working relationships that can be especially important in situations with large numbers of parties and can provide a means for involving those not at the table. [With special expertise acting as advisors to the table]. However, if subgroups are to work, all parties must have a clear understanding of the role of such groups, their ability to make binding agreements, their composition, and their terms of reference.

How will activities and events be established?

- Should dates for potential joint meetings for a specific period be established in advance to ensure availability of participants? Or should meetings be held when requested by any party? Or should joint meetings be called at the sole discretion of the process manager?
- Are agendas to be prepared in advance of each session? By whom? Or should such topics as the parties' wish be discussed at any meeting?
- Is a record to be kept of the meetings? By whom? How and when will they be distributed?
- Or should the parties and the process manager take such notes as they may find desirable for their own use?
- What is the purpose of the record of the proceedings, if one is kept?
- Will electronic recording or other verbatim record of the proceedings be permitted?

Should there be understandings regarding the conduct of the discussions?

- In the interest of ensuring the broadest possible consideration of alternatives and options, should all suggestions, possibilities and agreements be tentative pending agreement on a total package?
- Would an orientation or training session be useful to participants? At what point?

What communications should take place regarding the process?

- Should the meetings be "open" or "closed"? Are there legislated or other requirements?
- If the meetings are not closed, should they be advertised? How?
- How will information be communicated internally by the participants?
- If the media were to become involved, how should communication regarding the process be accomplished? Is it permitted? Via jointly prepared statements? Individually by the participants? Through the process manager? Are there any restrictions or understandings?
- Should anyone other than direct participants receive information on the process? If so, when, and how will that be accomplished?

NOTE...Parties begin to understand and empathize with new positions and perspectives as they develop levels of trust and personal relationships. In the face-to-face give and take of the discussions, impersonal stereotypes begin to disintegrate. However, constituents are not experiencing this process, and the party who fails to carefully brief and educate their constituents and maintain their mandate may mislead other parties into agreeing to solutions that cannot be ratified. Therefore it is important emphasize in the protocols the responsibility of each party to accurately represent their constituents.

What information is needed?

- What types of information are likely to be relevant?
- Will specific research or data collection be required as part of the process? Who will undertake such research or studies? How will they be selected and funded?
- What, if any, role should the process manager play in respect of the communication of information between the parties?
- How will technical information and expertise be presented and used?

NOTE... It is also important to specify the parties' responsibility to provide and to what extent technical information must be kept confidential. Of particular concern may be the degree to which parties may share the information with their constituents. In some situations data may be distributed for use during a session and then collected at the close of the meeting.

Where one or more parties are citizen organizations it may be necessary to provide the financial ability for them to independently engage the services of experts to assist them in assessing information provided by other parties and the viability and impact of proposed solutions. It is not enough for negotiators seeking to reach a complex agreement on behalf of constituents to "take someone's word" on a complicated issue. Timely access to technical and scientific advice can be a critical component in generating the understanding needed to reach agreements. The protocols should recognize the legitimacy of any party validating the information provided by any other, a means for ensuring all parties have access to technical advice, and information.

Will undertakings regarding confidentiality be necessary?

- Will it be necessary to have understandings regarding proprietary information?
- Will proposals and discussions of proposals be held confidential? May they be referred to in any subsequent process?
- Should there be understandings regarding the participation of the process manager in any subsequent process? Should there be undertakings by the participants in this regard?

What are the roles and responsibilities of the process manager?

- How will the process manager be selected? And funded?
- Are there specific expectations or instructions regarding the role of the process manager?
- Should the process manager perform his/her functions for a fixed term? At the pleasure of the parties?

How to ensure priority for and commitment to the process?

- How shall compliance with the ground rules be maintained? Will designated representatives be authorized to sign or initial the ground rules?
- Should the parties undertake, each to the other, to proceed with their efforts on the basis of mutual representations as to the high priority assigned to this matter?
- Is there an explicit commitment to make a "good faith" effort to build a relationship, and take the steps necessary to implement it?

Ongoing Communications

- Should means be established to deal with any issues that may subsequently arise between the parties?
- Might this involve a process of regular communication meetings? Involving "who", in what circumstances? And if no resolution is reached, then what?
- Might opening up a dispute resolution process be helpful?

NOTE.... A protocol spelling out the need for parties to deal civilly with one another and avoid personal attacks and criticisms may seem trite and almost insulting. It will seldom have to be enforced, but it does provide a level of comfort at the outset and a handle for dealing with such problems should they arise.

Phase 3: Managing the Process / Crafting the agreement

If agreement on a framework can be reached on a timely basis, the work of dealing with the substantive issues and attempting to reach outcomes begins. At this stage, there will be a good deal of work completed by the parties between meetings, and it is normal for some of the areas to be hived off to working groups, to report back at a specified time. This would include matters such as:

1. Identify the essential interests of the parties
2. Establish a common data base
3. Make the dispute "bigger" to accommodate the interests of all parties; develop joint proposals and alternatives
4. Recognize the need for discussions "away from the table"
5. Assemble "package proposals"
6. Avoid closure on single issue agreements and focus on the need for agreement on a total package
7. Ensure that constituents are kept informed and support emerging solutions and accommodations
8. Know when to stop agreeing
9. Agree on where there are disagreements -- and what they are
10. Make sure that agreements are "pre-ratified"
11. Find and confirm the agreement - in writing

The process of talking among the parties proceeds according to the ground rules established earlier. A degree of flexibility must be maintained in order to accommodate the inevitably in any complex problem that the unexpected is to be expected.

The role of the process manager/facilitator is to work with the parties in the management of the process. This will involve facilitating meetings, but will also include meeting independently with the various representatives to assist in identifying and defining common ground and to prepare for joint sessions. Sometimes workshop sessions on collaboration and agreement building can be helpful to the parties in the process.

The process manager/facilitator will also assist the participants to focus on building consensus by:

focusing on the issues rather than personalities genuinely listening to one another's perspectives on these issues reaching agreement on principles around issues and exploring what these commitments mean in practice developing an action plan for building the agreement recording agreements as they are reached.

As the process proceeds the activity tends to become more intense and the work of the process manager/facilitator will increase accordingly. This assistance would include:

- assisting parties in framing proposals,
- ensuring that the representatives' constituencies are kept informed and discuss how to "sell the agreement back home",
- assisting parties to develop alternative wording and packages of the proposed agreement, often taking responsibility for coordinating efforts to draft a "single text" capturing the agreement.

In terms of time allocation, it is expected that the meetings of the full table will occur on a schedule set out by the parties. It is also assumed that the parties will be active between meetings and that a number of sub-groups will have been formed. On this basis, the demands on the process manager/facilitator will focus on the preparation for and follow-up to the meetings, and on working with the groups between meetings, on a needs be basis.

A Sample Checklist for establishing Ground Rules

The expectation is that questions of this nature should be used to design the “ground rules” to suit the problem.

1. What is the degree of support among prospective parties in participating in a negotiation process?
2. Given the issues at hand, is collaboration appropriate?
3. Is the issue in dispute clear? Or does it need to be clarified?
 - a. What interests and parties need to be involved and how will they be represented?
 - b. What issues will be considered?
4. Are there other “stakeholders” - i.e. involved in the dispute, or affected by an outcome? Who are they? Should they be involved? Consulted? Informed?
 - a. How will parties have access to scientific and technical data and expertise?
 - b. When, where and how often will meetings be held? Is the place for the meeting identified? Is it acceptable to both parties - “neutral” and “safe”?
 - c. Will sessions be “open” or “closed”?
5. Is there an explanation of the process to be given at the beginning?
6. Is there background information that can be helpful? What is it? Who will assemble it?
7. Will the process be confidential? Can anyone else be told about the process? Or the outcome?
8. Will the minutes of meetings during collaboration be kept? Recorded? Stored or destroyed?
9. How will the parties deal with external interests,?
10. Administrative considerations - is there any needed to give notice to any organization to ensure participants have adequate time to participate ?
11. Can either party abandon the process at any time ?
12. Do the parties have authority to resolve issues? Or is it clearly understood what the mandate is? Will there be a need to “check-in” or “check back”?
13. What time-lines and deadlines will be established?? What considerations should be taken into account in establishing a timeline?
14. How will agreement or “consensus” be defined? What is the result of a failure to reach consensus?
 - a. What will be the nature or form of any agreement?
 - b. Will a facilitator be required? If so for what purposes and how will the facilitator be selected?
 - c. Who will meet the costs of the process and of participation in the process?
15. Is it agreed that if agreement is reached, it will be binding, and that agreement will be put in writing? But going in is “non-binding” - there is always the option of resorting to alternative processes.
16. May the agreement reached be tentative, subject to confirmation? Confirmed in how many days?

Phase 4. Implementing the Agreement and Monitoring Results

Along with attempting to reach agreement, PDC must deal with implementation. It is at this stage the process manager/facilitator needs to help the parties ensure that the understandings and agreements that have been reached survive into the future. Several key features need to be considered:

The timetable and funding for agreements reached - The participants should propose a schedule for implementing the results of the process so that it is understood how long an agreed result will take to be put in place and how long it will last. It is necessary to address the costs of implementation and monitoring.

The monitoring of results - Given that the agreement will take time to implement, the participants should deal with a process for review and revision which outlines who will be responsible for monitoring, review, and, if necessary, renegotiating parts of the agreement.

This would include matters such as:

- Craft "action agreements" to maintain active involvement
- Ensure public commitment to agreements by all participating interests
- Define responsibilities during any subsequent public involvement, administrative and legislative proceedings
- Design procedures for the continued joint involvement of parties to the agreement to maintain commitment and avoid surprises
- Establish a safety net, a process for reconciling disputes and addressing unforeseen issues and implications

Process Management Roles and Responsibilities

- ☞ **Developing**, and reviewing with the parties from time to time, this Protocol.
- ☞ **Assisting** the parties to define critical areas in their relationship, including factors contributing to success and potential trouble areas.
- ☞ **Identifying** specific realities of the situation, and the parties, that must be taken into account and accommodated in the relationship.
- ☞ **Developing** procedures and mechanisms for feedback, and changes necessary to be responsive to that feedback.
- ☞ **Training** in collaborative problem solving within and between organizations.
- ☞ **Facilitating** meetings, assisting in preparations for them, and preparing Meeting Notes.
- ☞ **Mediation** in respect of specific matters in issue.

- ☞ **Assisting** in structuring third party relationships relevant to the negotiations and agreements reached.
- ☞ **Recommending** dispute resolution alternatives and procedures that might be appropriate in respect of any differences that may exist or arise between the parties, or the parties and third parties.
- ☞ **Fact finding** in relation to a specific dispute in circumstances where the process manager is comfortable doing so and has the expertise and the parties wish them to undertake the assignment

Ground Rules - An Example

Alberta Pacific Forest Management Task Force Procedures

ALBERTA-PACIFIC MANAGEMENT TASK FORCE
Task Force Procedures
(May, 1992)

DEFINITIONS AND TERMINOLOGY

"Task Force" refers to designated individuals or "representatives" who formally participate as members of the body designated to reach consensus agreement.

"Interests" or "stakeholders" refers to a category of interest on the Task Force that can be differentiated, such as the corporation, Native peoples, provincial ministries, environmental groups, and resource user groups.

"Caucus" members of the Task Force identified by a set of interests, for example, those who come from a primarily conservation perspective.

"Team" refers to members of a stakeholder group comprised of representatives on the Task Force, alternates, and other resource persons who regularly attend meetings of the Task Force.

A. Purpose and Issues

1. The purpose of the Task Force is to develop and reach consensus on the objectives of the Preliminary Forest Management Plan by September 1992, and the Detailed Forest Management Plan as outlined in the Forest Management Agreement between the Province of Alberta and Alberta-Pacific Forest Industries Inc., due September 1, 1994, that will be implemented by the responsible entities.

In developing this Plan, the Task Force will focus on the direction to be taken in the Timber Harvest Planning and Operating Ground Rules, Annual Operating Plans and Five Year Operating Plans. It is anticipated that development of these integrated, comprehensive plans will include discussion of ecosystems, biodiversity, holistic forestry, technology, economics and political realities.

2. The initial time-related target for the process will be agreement on a working set of Timber Harvest Planning and Operating Ground Rules by June 15, 1992.
3. It is intended that agreement to consensus provisions will indicate a commitment to undertake and/or support their implementation

B. Stakeholders or Interests to be represented

4. The Task Force will be comprised of caucuses representing the following stakeholder (or interest groups):

- Alberta-Pacific and quota holders 3 representatives
- Aboriginal peoples 3 representatives
- NOTE Currently attending as "participating observers".
Number of representatives may be increased.
- Ministries of Forest, Lands and Wildlife and Environment 3 representatives
3 alternates
- Environmental and conservation groups 4 representatives
4 alternates
- "User Groups" (trappers, outfitters, recreational lease holders, fish and game interests, etc.) 6 representatives

5. Additional interest or stakeholder groups may be invited to participate by concurrence of the Task Force.

C. Structure and Representation

6. Each caucus of individuals must be empowered to represent their constituents and act effectively, ensuring that agreements reached are supported by their constituents or principals.
7. Task Force members may be accompanied to the Task Force meetings by such persons as they may choose. Persons attending meetings at the invitation of a Task Force member or caucus will be expected to abide by the provisions of these procedures.
8. In the interest of continuity, it is expected that Task Force members will be in attendance at all meetings of the Task Force.
Where this is not possible, an alternate may participate. Such alternates should be in regular attendance at Task Force meetings.
9. Persons not members of the Task Force may participate in the discussions with the concurrence of the Task Force.

D. Defining Agreement

10. Agreement is defined as the explicit concurrence of the caucuses represented on the Task force.
While there will be no voting and, therefore, a quorum is not relevant, explicit concurrence requires that all caucuses be represented.
11. Interim understandings reaching during the discussions of the Task Force are tentative pending agreement on a total package addressing the issues before the Task force, unless otherwise agreed.
12. The Task Force may agree to a package that includes all but a few specified provisions.
Should this occur, the participants will mutually define areas of disagreement and agree upon how the remaining issues will be addressed.
In no case will there be a statement of what portion of the caucuses were in favour of or opposed to any provision on which there is remaining disagreement.

13. All agreements and recommendations agreed to by the Task Force will be embodied in a single document, including any areas of disagreement and how they will be addressed.

E. Procedural Provisions

14. The Task Force will operate by consensus. Consensus is defined as the concurrence of the caucuses.

15. Subcommittees may be formed to address particular issues or to perform specific tasks.

- subcommittees will be formed by consensus of the Task Force
- composition of subcommittees will be by consensus of the Task Force
- subcommittees may include participants who are not members of the Task Force
- the Task Force will establish the scope of work of subcommittees

16. Task Force meetings will be task oriented with specific agendas distributed in advance.

17. Task Force and subcommittee sessions will not be recorded verbatim by electronic or other means.

18. Summary notes highlighting such matters as the areas of discussion, assignments to subcommittees, tasks to be undertaken by individuals or organizations and any emerging areas of agreement will be kept of all Task Force and subcommittee meetings. Preparation and distribution of the summaries will be the responsibility of the mediation/facilitation team.

19. Task Force meetings will not be closed.

20. A summary statement suitable for discussion with the media and general public may be agreed upon and prepared at the conclusion of each Task Force meeting as a formal statement of describing the progress of the Task Force. When discussion the Task Force members will respond within the spirit of this joint summary.

21. Task Force members will not characterize the positions or suggestions of other members in their discussions with the public or the media.

22. It is understood that members of the Task Force will discuss positions and proposals made by other Task Force members with their principals and constituents. They will advise those constituents and principals of the provisions of no. 21, above, and make a good faith effort to receive their compliance. However, it is also understood that it is impossible to ensure the adherence of all possible constituents to this provision.

23. The Task Force will establish specific time-lines for the completion of various procedural tasks leading to the completion of the total package of agreed upon provisions.

F. Technical and Substantive Information

24. As an initial step in the process, the Task Force will develop a common information base, identifying areas where available information needs to be shared and/or verified, additional interpretation is required or additional information is required.

25. It is established as a principle that all participating caucuses should have independent access to expertise necessary to review and evaluate data and proposals.

- technical support funds will be provided to enable the Task Force to mutually select those with the expertise necessary to develop data, interpret and verify information and generate alternatives at the request of the Task Force.
- funds to enable any caucus to verify information or data supplied by a consultant, expert or staff of the Company shall be made available to any caucus with the concurrence of the Task Force.

- in the interest of finding mutual agreements and solutions an individual caucus arranging the services of an expert under this provision will seek to identify experts with the broadest possible credibility with other Task Force members.

G. Use of a Mediator

26. The Task Force will confirm the mediation team or establish procedures to replace or change the team.
27. The mediation team will serve at the pleasure of the Task Force.
28. Organizations and individuals participating on the Task Force recognize the special nature of the mediator's role and agree not to seek or compel the testimony of the mediators or their staff or their personal notes or work product, except as may be agreed to by the Task Force and the mediators.

H. Funding, Expenses and Remuneration

29. Alberta-Pacific shall be responsible for the funding of the Task Force. The Task Force will set up a budget subcommittee to discuss the total budget, as well as budget allocation.
30. Task Force members whose participation is not part of their regular employment shall be reimbursed, upon request, for out-of-pocket expenses incurred in attending meetings of the Task Force or its subcommittees.
31. Task Force representatives and alternates for whom participation on the Task Force is not a part of their regular employment are eligible for an honorarium and reimbursement of out-of-pocket expenses incurred in attending meetings of the Task Force or its subcommittees. Honoraria will be at the rate established by the Province for advisory committees: \$115 for meetings of up to four hours; \$165 for meetings of four to eight hours; and \$260 for meetings over 8 hours. These rates are deemed to include all time needed for preparation for and travel to attend Task Force meetings.

I. Other Processes

32. It is understood that under terms of the FMA Alberta-Pacific is required to design and implement a process intended to inform the public regarding its plans and procedures, including issues under consideration by the Task Force.
The Task Force will be kept briefed on this parallel "public information and participation" process. Any statements regarding the substantive efforts and progress of the Task Force will be subject to its concurrence.
33. As a part of its own efforts to ensure public understanding of its process, the Task Force may participate in this public information process or may develop by concurrence such other mechanisms for ensuring public awareness of its efforts as it may deem desirable.