

**Formal Complaint to Accreditation Services International
(ASI)
Regarding Forest Stewardship Council Certification RA-
FM/COC-005956
By the Grand Council of the Crees (Eeyou Istchee)/Cree
Regional Authority**

May 15, 2013

*"Those are my principles; if you don't like them...well, I have others."
Groucho Marx*

1. Introduction

The following document is submitted in response to Rainforest Alliance's Corrective Verification Audit (CVA) Report, issued on April 5, 2013 (see enclosed—supporting document #1). In the CVA the auditors concluded that the Major non-conformance (NCR # 25/12) and its associated Corrective Action assigned from its Complaint Investigation Report on September 28, 2012 (see enclosed—supporting document #2) has been sufficiently addressed to warrant a closure of the NCR with no further follow-up being required.

The Grand Council of the Crees (Eeyou Istchee)/Cree Regional Authority (GCCEI/CRA) disputes these findings and is filing this brief as its formal complaint in accordance with the procedures under ASI-PRO-20-104-Complaints V3.0 and FSC-STD-01-005. The GCCEI/CRA feels Produits Forestiers Résolu Canada Inc. (RFP) has not sufficiently addressed outstanding issues to warrant certification for FMU 025-51. The central issue for this certification is a failure to adhere to provisions of the 2002 *Baril-Moses Agreement* between the Government of Québec and the GCCEI/CRA. Under the terms of FSC's Principles 3 and 1, particularly in light of the FSC's new guidelines on the right to free, prior and informed consent, the *Baril-Moses Agreement* established the terms allowing for the Crees' consent for forestry operations in this territory.¹ In conducting forestry operations contrary to the terms of this *Agreement*, RFP has quashed the Crees' consent for its forestry operations.

In addressing this essential objection raised by the GCCEI/CRA, Rainforest Alliance has brought forth many issues in explanation of how the final decision was reached. These issues, among others, range from:

- the legitimacy of the *Baril-Moses Agreement*;
- the legitimacy of the Crees' rights within Forest Management Unit (FMU) 025-51 in the context of other First Nations that also have interests in the territory;
- and the legitimacy of the forestry system set out in the *Baril-Moses Agreement* in the context of woodland caribou management.

Although the GCCEI/CRA views these issues as external to the fundamental question of free, prior and informed consent in this certification, they will nevertheless be addressed within the scope of this brief. In doing so, from the perspective of the GCCEI/CRA, it will be demonstrated how Rainforest Alliance has compartmentalized its interpretation of FSC's Principles to the detriment of their spirit and the interests of the Crees.

¹ Forest Stewardship Council, *FSC guidelines for the implementation of the right to free, prior and informed consent (FPIC)*, Version 1/30 October 2012

2. Pre and Post Audit Certification Phase

On June 4, 2012, Rainforest Alliance awarded RFP a FSC certification (RA-FM/COC-005956) for its operations on Forest Management Units 022-51 and 025-51 (see enclosed—supporting document #3). A portion of this latter FMU (see enclosed map—supporting document #4) is situated on lands claimed, used and occupied by the Cree First Nations communities of Mistissini and Oujé-Bougoumou. These communities are members of the GCCEI, which is the regional governing council for these and seven other Cree communities (for more information please see: <http://www.gcc.ca/gcc/whogcc.php>).

In 2002 the Governments of the Cree and Québec entered into the *Agreement Concerning a New Relationship Between Le Gouvernement Du Québec and the Crees of Québec*. Also known as the “*Paix des braves Agreement*,” this agreement addressed a broad range of areas including future resource development and revenue sharing for lands occupied by the Crees. Among these areas, the Agreement also established the “Adapted Forestry Regime” to resolve many concerns regarding the impacts of forestry that the Crees had brought before the courts in Québec.²

On the same day (February 7) the *Paix des braves Agreement* was signed in 2002, the Grand Chief for the GCCEI/CRA, Dr. Ted Moses, and Québec’s Minister of Natural Resources, Gilles Baril, signed a joint letter of agreement (see enclosed—supporting document #5) concerning the application of many of the *Paix des braves’* Adapted Forestry Regime provisions for the region otherwise known as the “Mistissini height of land.” While not directly included in the *Paix des braves Agreement*, provision 20 of Schedule G of the Agreement committed the parties to resolve the Crees’ claim for these lands within six months of the signing of the Agreement.³ Accordingly, the Crees understood that the letter between the Grand Chief and the Minister (now referred to as the *Baril-Moses Agreement*) was a first step in fulfilling this commitment in the *Paix des braves Agreement* and served as the Crees’ consent for forestry operations in this region (FMU 025-51).⁴

Consultation is a fundamental part of both the *Baril-Moses Agreement* and FSC’s general Principles and Criteria and the Boreal Standards that apply in this case. Although forest management consultations with the Crees did occur on occasion between 2002 and 2007 for this FMU (025-51), there has been little interaction between RFP, the Government of Québec and the Crees since then. The seriousness

² See: http://www.autochtones.gouv.qc.ca/relations_autochtones/ententes/cris/entente-020207_en.pdf

³ *Agreement Concerning a New Relationship Between Le Gouvernement Du Québec and the Crees of Québec*, Schedule G Part 5, 20: “Considering that Mistissini has since the negotiations of the *James Bay and Northern Québec Agreement* and consistently since its signing put forward a claim in respect of the Mistissini hunting territories lying to the east of the height of land, Québec shall, within six (6) months following this Agreement, establish a process with concerned parties for the settlement of this claim.”

⁴ The Crees and Québec reconfirmed the Baril-Moses Agreement on February 23, 2005, when a further letter was jointly signed to clarify slight translation issues with the first letter.

in this breakdown in communication is exemplified by the Québec Ministry of Natural Resources' (QMNR) failure to notify the GCCEI/CRA of its authorization of forest management plans—prepared by RFP—that were in breach of the provisions of the *Baril-Moses Agreement* sometime between 2008 and 2010. The lack of communication or consultation on forestry matters with the Crees continued until late 2010 when RFP begin preparing for its FSC pre-audit.

At the time of the FSC pre-audit, RFP communicated with the Crees, presumably to meet the requirements of FSC standards. In response to this renewed communication, the GCCEI/CRA forwarded a standard protocol of FSC engagement (see enclosed—supporting document #6) that sets out a framework of cooperation for the Crees, auditors and the company for FSC certification work.⁵ Additionally, on May 5, 2011, the GCCEI/CRA reminded RFP of its obligations to uphold the *Baril-Moses Agreement* with the expectation that this would be verified in the pre-audit (see enclosed—supporting document #7). With this correspondence, communications with the company broke down and the FSC engagement protocol was never signed.

In the absence of information from RFP, the GCCEI/CRA began making informal requests for past harvesting information from the QMNR. The GCCEI/CRA also began in-house verifications using satellite imagery. This culminated with a letter (see enclosed—supporting document #8) from the GCCEI/CRA's Grand Chief, Dr. Matthew Coon Come, to the Québec Minister of Natural Resources, Clément Gignac, in December of 2011. The letter contained a request for the appropriate statistical information to verify non-compliances to the *Baril-Moses Agreement* and requested that all ongoing activities outside of the *Agreement* be immediately suspended. The Grand Chief also took this opportunity to inform the Minister of how this matter could complicate RFPs' request for FSC certification.

The QMNR did not provide any related data to the Crees until May of 2012, approximately 5-6 months later and a year since the matter was first raised with RFP. Without a clear picture of activities on these lands, the GCCEI/CRA determined that informed consultation was impossible and duly notified the auditors from Rainforest Alliance. Once the outstanding data was retrieved, it was clear that the RFP's forestry operations had been contrary to the provisions of the *Baril-Moses Agreement* since sometime in 2010. One month later in June, Rainforest Alliance awarded RFP its certification (RA-FM/COC-005956).

In the Public Summary of its decision, the auditor provided a section on the situation with the Crees and the *Baril-Moses Agreement*. Briefly, the points raised cover the following:

- Rainforest Alliance's auditors questioned the validity of the *Baril-Moses Agreement* and its binding nature based on a legal opinion from the Government of Québec;

⁵ Three of four other companies that have been certified in Eeyou Istchee have signed this protocol.

- RFP's application of some measures of the *Baril-Moses Agreement*;
- Other stakeholders' concern for woodland caribou and the relationship between FSC Principles 6 and 9 in contrast to the provision of the *Baril-Moses Agreement*;
- The forthcoming (April 1, 2013) implementation of new a forestry regime, including an unqualified (in legal terms) value judgment on its application in the *Baril-Moses Agreement* area.

Based on these points, the auditors for Rainforest Alliance concluded that RFP's operations were in compliance with Principle 1, erroneously stating that the *Baril-Moses Agreement* was the subject of litigation (it is not), implying further that without legal judgment or resolution, the matter could not be considered a "conflict" with respect to Criterion 1.4 of Principle 1. It must be noted that the auditors did not consider the *Baril-Moses Agreement* in terms of Criterion 1.1 with respect to "local laws and administrative requirements," nor did they consider the *Baril-Moses Agreement* within the context of Criterion 1.3 and articles: 19, 20, 23, 26, 27, 28, 29.1, 32, and 38 of the *United Nations Declaration on the Rights of Indigenous Peoples*. Of particular relevance to this certification is also article 37.1, which states:

*Indigenous peoples have the right to the recognition, observance and enforcement of treaties, **agreements** and other constructive arrangements concluded with States or their successors and to have the States **honour** and respect such treaties, agreements and other constructive arrangements (emphasis added).*

Notwithstanding these omissions and arguably unqualified (no certified legal professionals were listed as part of the audit team) subjective value judgments regarding Principle 1, the auditors did assign non-conformances for 3 of the 4 Criteria related to Principle 3. Rainforest Alliance's auditors also assigned a non-conformance for Criterion 4.4 of Principle 4, noting:

"There is a lack of documentary evidence that ABI (known as RPF herein) respects Aboriginal and Treaty rights, and that it recognizes that the involvement of First Nations does not extinguish their rights."

Despite this last conclusion and those listed previously regarding Principle 3, the auditors determined that these non-conformances were Minor meaning "temporary, unusual or non-systemic non-conformance(s), for which the effects are limited." Accordingly no Major non-conformances were assigned and the certification was granted.

3. Post Certification Complaint Phase

Following an unsuccessful attempt to resolve this matter with the QMNR in June and July of 2012, the GCCEI/CRA, in accordance with the procedures under ASI-PRO-20-104-Complaints V3.0, FSC-STD-01-005 and SmartWood Doc. No: G-03, Version 24, December 2010), filed their formal opposition to Rainforest Alliance’s decision on this certification (see enclosed-supporting document #9) in September of 2012. Among the reasons listed for this opposition, the GCCEI/CRA contended that Rainforest Alliance erred in its interpretation of the importance of the *Baril-Moses Agreement*, noting that this reading was based on a “secret” legal opinion not made available to the GCCEI/CRA. The letter also stated that while the auditors may have questioned the validity of the *Baril-Moses Agreement*, the Government of Québec had yet to formally notify the GCCEI/CRA that the *Agreement* was no longer in place and no longer legally binding.⁶ Based on these conclusions and the requirements of Principles 1, 2 and 3 the Crees requested that a Major non-conformance be applied and the certification withdrawn.

Rainforest Alliance responded in October 2012 to the Crees’ challenge by amending its decision and issuing a Major non-conformance for Principle 3 and assigning a Major Corrective Action, essentially giving RFP and the QMNR three months to resolve the issue with the GCCEI/CRA. In its Complaint Investigation Audit Report Rainforest Alliance noted that it amended its decision regarding Principle 3 because the FSC Guidance Document or “Intent Box” that it used to help interpret this Principle was withdrawn by FSC International three weeks after the certification was issued.⁷ As a result, Rainforest Alliance recognized that the *Baril-Moses Agreement*, binding or not, served as the Crees “free and informed consent” with respect to forestry operations in the Baril-Moses area and that in breaching its terms, the Crees were not freely providing this consent.

4. Corrective Action Verification Audit Decision Phase

From October 2012 through April 5, 2013, when Rainforest Alliance issued its Corrective Action Verification Audit (CVA) report, numerous attempts—through meetings and correspondence—were made to resolve the issue between the GCCEI/CRA and the QMNR. Ultimately what transpired was that the QMNR and RFP provided the GCCEI/CRA with data demonstrating that the company had amended its forest management plans for 2012-13 to accommodate some of the provisions of the *Baril-Moses Agreement*. According to the data (which has yet to be validated), RFP reduced its planned harvest from 14,850ha to 10,258ha for the year 2012-13. The data also indicates that RFP attempted to respect the total disturbance

⁶ This is still the case as of the date of this document.

⁷ It is presumed because this FSC Canada Guidance was not in conformity with FSC International’s upcoming FPIC guidance.

threshold, which allows for a maximum of 40% forest disturbance on Cree traplines within 20 years.⁸ Rainforest Alliance has used the very same data in its CVA Report.

What this data does not reveal is the manner in which the harvesting was conducted. To accommodate the concerns of the Cree land users, the provisions of the 2002 *Baril-Moses Agreement* established a trapline-based forest management system. This regime is based on mosaic harvesting, which among other criteria:

- provides limits on the size of harvesting blocks to a maximum of 150ha;
- requires the preservation of equivalent residual forest blocks (at least 7m in height) until adjacent harvested blocks reach a height of 3m (approximately 20 years);
- sets as priority that residual blocks should be located within stands of mixed wood composition;
- caps forest disturbance (natural and anthropogenic) at 40% per trapline within a 20 year period.

These provisions established a system that accommodates the Crees' dependence on moose as a traditional source of food within the cultural framework of the Cree trapline system.

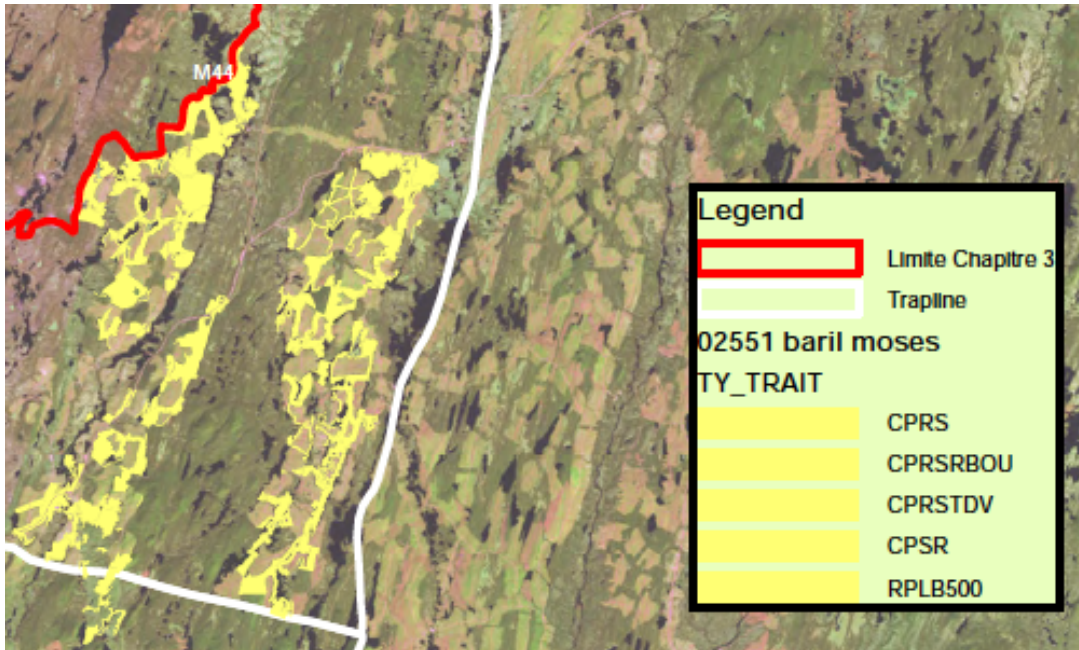
In the data provided, the majority of the cutting blocks harvested by RFP were residual blocks set aside within the past 8 years (2002-2010) of the *Baril-Moses Agreement's* application.

For example, in the image below (extracted from data provided from the QMNR of the 2012-13 plan), it can be seen how RFP was harvesting the residual blocks (in yellow) previously set aside to meet the terms of the *Baril-Moses Agreement*. In harvesting these residual blocks, RFP removed potential moose habitat and created vast open clear-cuts that are not suitable for either moose or woodland caribou. Based on similar large-scale clear-cutting in the past—pre-*Baril-Moses Agreement*—forest clearing of this nature has a detrimental impact on moose as they tend to avoid open areas for at least 10 years. This problem is compounded if there is a scarcity of mixed wood stands.⁹ From the data made available, the Crees have no means to determine the impact of RFPs' activities on mixed stands on these

⁸ Of the 13 Cree traplines within the *Baril-Moses Agreement*, RFP harvested in excess of the 40% disturbance threshold on 2 traplines. Trapline M-46B is now rated at 49.6% disturbance and trapline O-62B is at 42.4%. The Crees dispute the data on a third trapline, PB-11, which is rated at 39.2%. Earlier data from the QMNR indicated that this trapline was already past the 40% disturbance threshold. However, the data also indicates that in order to recoup these losses from applying some of the *Baril-Moses Agreement* provisions, RFP harvested 1,624ha on traplines M-44B and M-46BB (*sic*) in excess to what the plan originally projected.

⁹ Jacqmain, H., Dussault, C., Courtois, R. and Bélanger, L. 2008. "Development of a native-scientific integrated knowledge to better understand moose habitat relationships in *Eeyou Astchee*, Waswanipi Cree territory of northern Québec". Canadian Journal of Forestry Research. 38: 3120-3132 and Jacqmain, H., Dussault, C., Courtois, R., Bélanger, L., Beckley, T., Pelletier, M., Gull, S. 2012. "Aboriginal Forestry; development of a socio-ecologically relevant moose habitat management process for the Waswanipi Cree in the northern black spruce forest". Canadian Journal of Forestry Research. 42 : 631-641 http://142.41.245.129/Public/Defh/Publications/2012/Jacmain%20et%20al.%202012_aboriginal%20forestry_moose.pdf

traplines¹⁰; however, in the auditor’s Complaint Investigation Audit Report they specifically noted that RFP’s failure to maintain “sufficient 3 meter residual forest” constituted, in part, a Major non-conformance to Principle 3.1 of the FSC standard.



In its public documents for this certification, Rainforest Alliance has used the presence of woodland caribou within the FMU as part of its decision-making orientation. The auditors have repeatedly suggested that RFP was justified in conducting operations contrary to the *Baril-Moses Agreement* because these operations were more favourable to preserving woodland caribou, thus implying that the Crees insistence on respect for the *Agreement* is counter to woodland caribou protection. Rainforest Alliance has advanced these assertions based on the premise that the QMNR approach to ecosystemic forestry is preferable to the regime under the *Baril-Moses Agreement*, even though admitting that Rainforest Alliance’s own independent expert does not endorse the Government’s ecosystemic measures as an ideal means to preserve woodland caribou. Additionally, in its first Audit Report, Rainforest Alliance stated:

With respect to a plan that aims to maintain caribou habitat, presently the applicant has not completed its development of a management approach that aims to maintain the woodland caribou habitat. This approach has not yet

¹⁰ See NCR # 09/12 Forest Management Certification Assessment Report for: AbiBow Canada Inc. (Lac St-Jean) UAF 022-51 and 025-51 In Lac St-Jean.

incorporated the advice of an independent expert and it has not been demonstrated that this approach respects the precautionary principle.

In drawing this conclusion, the auditors assigned a Minor non-conformance in its original Audit Report.

Based on Rainforest Alliance's own findings it is apparent that there is no science-based plan for woodland caribou management in place and thus the GCCEI/CRA questions Rainforest Alliance's suggestion that the Crees' Aboriginal rights under Canadian law and international law, including the right of free, prior and informed consent, can be set aside on the basis of this reasoning.

This is precisely where the auditors have failed to make the critical link between Principles 1, 3 and 6. In the past four years the Crees have urged the Government of Québec to implement a viable science-based plan for the restoration and maintenance of woodland caribou in the territory under the *Paix des Braves Agreement*. As a result of these efforts, the QMNR has collaborated with several forestry companies (most of which also have FSC certifications) to defer logging in key habitat areas while the Crees and the Government of Québec develop a caribou management plan. Ironically, the key reference document concerning the state of woodland caribou cited by Rainforest Alliance in its CVA Report was commissioned through this joint Cree-Québec initiative (Rudolph et al. 2012)¹¹. The parties collaborated further this winter (2013) in conducting a joint aerial population survey on woodland caribou.¹² The parties continue to collaborate on the development of a plan. This valuable work was made possible precisely because the Government of Québec has respected the terms of the *Paix des braves Agreement* which demands informed consultation and collaboration and provides a synergy between FSC's Principles 1,3, and 6.

¹¹ <http://chaireafd.uqat.ca/communiquenouvellesE.asp?Date=2012-10-22%2009:42:10>

¹² This survey was jointly funded by the GCCEI/CRA and the Government of Québec with participation from Cree researchers and indigenous experts.



QMNR/MDDEFP and GCCEI/CRA researchers collaring woodland caribou March 2013

In contrast, for the *Baril-Moses Agreement*, the auditors have compartmentalized FSC's Principles, balancing them against each other in reaching its decision on this certification. Drawing from the Crees' experience noted above, if RFP had chosen to collaborate with the Crees before imposing management plans that meet neither the Crees' nor Rainforest Alliance's expectations for woodland caribou management, the results would have been dramatically different. Instead, RFP, without consultation or consent of the Crees, implemented management plans that do not consider both woodland caribou and the Crees. This is why the GCCEI/CRA believes that Rainforest Alliance's rationalization of FSC's Principles is fundamentally flawed and runs counter to FSC's spirit.

In similar fashion, Rainforest Alliance appears to have weighed the interests and rights of different First Nations whose lands overlap with FMU 025-51 against each other in reaching its final decision. In its analysis, Rainforest Alliance's auditors did not identify any other specific agreements with other First Nations and the Governments of Canada or Québec that overlap this area or that are in conflict with the provisions of the *Baril-Moses Agreement*, particularly in relation to the concept of free, prior and informed consent. In the absence of such documentation, Rainforest Alliance erred in considering the overlapping interests of First Nations in this region as justification for breaches to the *Baril-Moses Agreement*. Moreover, FSC auditors should not assume the role of determining which First Nations rights should be applied and under what circumstances. Pitting the rights of different Indigenous groups against one another moves far beyond the expertise of the auditors and is also contrary to the spirit of FSC's Principles.

5. Conclusions and Future Considerations

There can be no doubt that FSC certification RA-FM/COC-005956 is contentious. This is evident from the voluminous amounts of documents that both Rainforest

Alliance and the GCCEI/CRA have produced in defense and reaction to decisions taken. However, as stated at the outset of this brief, the GCCEI/CRA still contends that this certification can be distilled into an interpretation of whether or not RFP has met the test of Principles 1 and 3 for its operations on FMU 025-51.

Given that neither RFP, nor the Government of Québec made the attempt to formally notify the Crees that forest management plans outside of the provisions of the *Baril-Moses Agreement* were approved prior to the onset of operations speaks volumes regarding the adherence to Principle 3. This was compounded further during the pre-audit and audit phase when the company failed to provide the Crees the necessary data to ensure that the *Baril-Moses Agreement* had been respected. All during this time when the GCCEI/CRA was seeking answers, RFP was implementing a management plan contrary to the provisions of the *Agreement*. These are the activities that the company was audited upon and yet they were still awarded a certification without Major non-conformance.

Fortunately, when these issues were raised, Rainforest Alliance revised its decision, clearly stating that the GCCEI/CRA was correct in asserting that its right to free, prior and informed consent had not been respected due to the failure to respect the terms of the *Baril-Moses Agreement*. Rainforest Alliance also concluded that in doing so, RFP put Cree traplines at risk. In response, it assigned Major NCR#25/12 which required the company to take corrective action to address this non-conformance.

Since issuing this Major non-conformance little has changed. Although the overall amount of harvesting was reduced in 2012-13 and some of the provisions of the *Baril-Moses Agreement* were implemented, others integral to the Crees' dependence on moose within the cultural framework of the trapline system were not. The forestry regime of the *Baril-Moses Agreement* forms a system whereby each provision complements another to ensure success. Limiting forestry disturbance to 40% per trapline has little effect if the game has been dispersed by multi-kilometer large-scale clear-cuts.

Although Rainforest Alliance attempts to justify a partial recognition of the *Baril-Moses Agreement* due to the presence of woodland caribou in its CVA, this is clearly in contradiction to the findings in its original audit for "*Minor Gaps 6.1.2 and 6.1.7.*" Here the auditors clearly express misgivings about RFP's plan for woodland caribou. Moreover, the auditor failed to provide any new evidence suggesting that RFP had amended its plans to address these Minor gaps in the CVA. Justifying infringements of Principle 3 for the application of Principle 6 is not an appropriate framework for making decisions, particularly on the basis of a questionable woodland caribou management plan.

IF RFP had been truly committed to the FSC's Principles, the company should have worked with the Crees through the recognition of the *Baril-Moses Agreement* to develop an acceptable caribou management plan that met the interests of both parties. This is precisely the approach taken by other FSC-certified companies

whose operations fall within the *Paix des Braves Agreement*. In doing so it may have been possible to develop a truly responsive, science-based woodland caribou management plan that met all the conditions of Principle 6. Instead RFP chose to ignore Principles 1 and 3 and conduct operations on the basis of a woodland caribou plan that even auditors have found at fault.

With respect to Rainforest Alliance's contention that its decision was influenced by the presence of overlapping interests of other First Nations with FMU 025-51, the GCCEI/CRA contends that FSC Principle 3 should not be implemented on an either/or basis such that Indigenous groups sharing lands must have their rights and interests placed at odds to each other. Just as Rainforest Alliance has placed the Crees' interests under Principle 3 at odds with Principle 6, it has also attempted to put different First Nations against each other within the orientation of its decision-making. The GCCEI/CRA believes such compartmentalization is not in keeping with the spirit and intention of FSC Principles.

Finally, it is important to remember that FSC is a certification system based on past merit. Clearly RFP's past performance with respect to the Crees and Principles 1 and 3 is at fault. Moving toward the future we see little change. With the implementation of Québec's *Sustainable Forest Development Act* on April 1, 2013, RFP is no longer responsible for developing forest management plans for FMU 025-51. The QMNR is now responsible for these plans. According to Québec's new forest law, the plans for 2013-14 were to be approved on April 1, 2013. Despite repeated requests to obtain copies of these plans, the QMNR has yet to make them available to the GCCEI/CRA or even respond to our inquiries. Thus the pattern established by RFP in the past seems to continue into the future—all with FSC's blessing.

6. Supporting Documentation

1. April 5, 2013-Rainforest Alliance Corrective Verification Audit Report
2. September 28, 2012-Rainforest Alliance Complaint Investigation Report
3. June 4, 2012, Rainforest Certification Assessment Report (R-FM/COC-005956)
4. Map of Cree *Baril-Moses Agreement* Traplines within FMU 025-51
5. February 7, 2002--Joint Letter concerning forestry provisions to be applied on area of agreement
6. *Protocol for Cree Engagement in the Forest Stewardship Council Certification Process in Eeyou Istchee* (unsigned by RFP)
7. May 5, 2011—Email from Geoffrey Quaile (GCCEI) to Jacques Bélanger (RFP) and Alexandre Boursier (Rainforest Alliance)
8. December 2, 2011—Letter from Grand Chief, Dr. Matthew Coon Come to Minister Clément Gignac
9. September 17, 2012—Letter from Isaac Voyageur (CRA) to John Tosteson (Rainforest Alliance)
10. October 1, 2012—John Tosteson (Rainforest Alliance) to Isaac Voyageur (CRA)