

**Protocol Agreement  
Respecting the Development of a  
Harvest Management Strategy in the Canadian Range of the  
Porcupine Caribou Herd**

**AMONG:**

**Gwich'in Tribal Council;  
Inuvialuit Game Council;  
First Nation of Na'cho Ny'ak Dun;  
Tr'ondëk Hwëch'in;  
Vuntut Gwitch'in First Nation;  
Government of Canada;  
Government of Northwest Territories; and  
Government of Yukon**

**HEREINAFTER REFERRED TO AS “THE PARTIES” (as current representatives of the signatories to *Porcupine Caribou Management Agreement*).**

- (1) **WHEREAS** the Porcupine Caribou Herd (hereinafter referred to as “the Herd”) is a large population of barren-ground Grant’s caribou that ranges across northeastern Alaska, Yukon and northwestern Northwest Territories (NWT);
- (2) **AND WHEREAS** the Herd provides an important source of food that is essential to meeting the subsistence needs of persons in the user communities, as well as the needs of licensed hunters;
- (3) **AND WHEREAS** the Parties or their respective representative bodies signed the *Porcupine Caribou Management Agreement* (1985) (hereinafter referred to as the “PCMA”) with the objectives of:
  - co-operatively managing the Herd and its habitat within Canada so as to ensure the conservation of the Herd with a view to providing for the ongoing subsistence needs of native users;
  - providing for participation of native users in Porcupine Caribou Management;
  - recognizing and protecting priority harvesting rights of the Herd for native users while acknowledging that other users may also share the harvest;
  - acknowledging the rights of native users; and
  - improving communications between Governments, native users and others with regard to the management of the Herd within Canada;

- (4) **AND WHEREAS** the size of the Herd has steadily declined between 1989 and the most recent count in 2001;
- (5) **AND WHEREAS** the Cape Bathurst and Bluenose-West caribou herds in the NWT have been counted and have shown a dramatic decline;
- (6) **AND WHEREAS** increased harvest pressure on the Herd is occurring due to shifts in hunting pressure away from the Northwest Territories herds;
- (7) **AND WHEREAS** harvest management is an effective tool to protect the Herd;
- (8) **AND WHEREAS** collaboration and cooperation among aboriginal and other governments will reduce conflicts and strengthen intergovernmental relationships;
- (9) **AND WHEREAS** all Parties will benefit from participating together in a process to develop a shared understanding of how harvest should be managed within the entire Canadian range;
- (10) **AND WHEREAS** the Parties share a desire to cooperate in good faith in developing a Harvest Management Strategy (Hereinafter referred to as “the Strategy”).

**NOW THEREFORE** the Parties agree as follows:

## **1. SCOPE**

The purpose of this Protocol is to put in writing the understanding and arrangements among the Parties about planning for harvest management of the Herd. This Protocol is intended by the Parties to be a record of their respective expectations and is not a contract.

The Parties agree that the scope of the Strategy is harvest management of all users within the Canadian range of the Herd. However, it is recognized that there is a broad range of factors affecting the conservation of the Herd, and that other management strategies other than harvest management are being considered by the PCMB.

The Strategy will include means to address harvesting issues, such as allocation, harvesting thresholds and restrictions, and harvest practises within the Canadian Range.

## **2. PRINCIPLES**

The Parties agree that the principles underlying the development of the Strategy shall be:

- a) The well-being of the Herd and the maintenance of its habitat require co-ordinated management, goodwill and co-operation between aboriginal governments, public governments and the Native user communities;
- b) The Parties recognize the value of the Herd to Canada generally and that a special economic and spiritual relationship exists between native users and these caribou;
- c) The Parties have a shared and equal responsibility for the management of the Herd;
- d) That the first priority in developing the Plan is the conservation of the Herd, with a view to providing for the ongoing subsistence needs of Native users while acknowledging that other users may share in the harvest;
- e) That the next important principle is the protection of aboriginal harvesting rights followed by other hunting interests;
- f) That the PCMA and land claim agreements shall form the basis of any arrangements for managing the Herd;
- g) That the Strategy will attempt to meet the needs of all harvesters, within conservation limits;
- h) That the effectiveness of any harvesting regime implemented will require widespread native user community support;
- i) That current and accurate information on the present status of the Herd and harvest information are essential to the implementation of the Strategy;
- j) That the roles and responsibilities of the Parties, for the implementation of any harvesting regimes, must be clearly understood and supported by the Parties;
- k) That consensus on the Protocol Agreement is essential — without it, development of the Strategy could not proceed; and
- l) That consensus on the Harvest Management Plan will be the primary objective; however, if consensus is not achieved, then a two-thirds majority would be required.

## **3. FEATURES AND ELEMENTS OF THE STRATEGY**

The Parties agree that three instruments are to be developed and used to implement the Strategy:

- a) This Protocol Agreement;
- b) A Harvest Management Plan; and
- c) A Native User Harvest Management Agreement.

- 3.1** This Protocol Agreement shall establish:
- a)** The planning process for the Strategy;
  - b)** The roles and responsibilities of the Parties in the development of the Strategy;
  - c)** Expressions of commitment by the Parties to participate;
  - d)** Provisions for public participation and consultation in the development of the Plan;
  - e)** Commitment to exploring a variety of approaches to accommodate differences between user communities, resident and aboriginal hunters, and different land claim agreements; and
  - f)** Identification of funding sources to implement the Strategy.
- 3.2** The Porcupine Caribou Herd Harvest Management Plan shall:
- a)** Establish an agreed-upon framework for managing the harvest of Porcupine Caribou by native and other users that meets the objectives and requirements of the PCMA, land claims agreements, self-government agreements and federal and territorial governments;
  - b)** Establish harvest management goals and strategies for the Herd under different population scenarios;
  - c)** Establish the roles and responsibilities of the Parties in harvest management;
  - d)** Be signed by the signatories to this Protocol Agreement; and
  - e)** Be provided by the Working Group to the PCMB for review, comment and endorsement.
- 3.3** There will be a process for public participation and consultation in the development of the Harvest Management Plan, consisting of:
- a)** A community-based approach that emphasizes local participation and partnerships while at the same time involving interests from outside communities;
  - b)** Regional gatherings of participating governments and organizations that backstop a community-based approach by encouraging participating, reviewing initiatives and progress in communities, reviewing key management issues, and building management partnerships; and
  - c)** An education and communications program that seeks to inform all users, as well as governments and representative authorities of native user communities, about critical issues associated with the Herd, its management and harvesting rights.

- 3.4** The Native User Harvest Management Agreement shall:
- a)** Be among the Native user communities, and signed by the respective aboriginal governments;
  - b)** Recognize the objectives and principles of the Strategy;
  - c)** Respect the authority of the respective land claims and co-management bodies;
  - d)** Develop common harvesting practices;
  - e)** Share traditional knowledge with regard to the Herd and habitat management;
  - f)** Recognize the authority of the respective aboriginal governments to manage and regulate the aboriginal harvest of the Herd within each respective traditional territory;
  - g)** Reflect a commitment from the aboriginal governments on behalf of the Native user communities and Native users to respect one another's values and abide by one another's rules when harvesting the Herd in the respective traditional territories;
  - h)** Establish a means for sub-allocation of the native user allocation between native user communities; and
  - i)** Establish conservation and harvest commitments that can be monitored and enforced by the Native user communities.

#### **4. ROLES AND RESPONSIBILITIES**

- 4.1** The Parties agree:
- a)** To strike a Working Group to develop and implement the Strategy in a manner consistent with above-mentioned Scope, Objectives, Features and Elements of this Strategy; and
  - b)** That members and alternates shall be knowledgeable, willing and able to bring forward the interests and opinions of their organization and its constituents and in turn to provide information and feedback from the Working Group to their organization and its constituents.
- 4.2** The Working Group's composition shall be as follows:
- a)** The Working Group shall be comprised of an ex officio facilitator appointed by the PCMB and one representative of each of the Parties to this Protocol;
  - b)** The PCMB will coordinate the meetings of the Working Group and participate with the Working Group in an ex officio capacity;
  - c)** Each member of the Working Group may choose an alternate to participate in the event the representative is not available; and
  - d)** The government of Yukon, the Northwest Territories and Canada, are responsible to represent the public interest; however, the Working Group has the responsibility to consult with those organizations that may have an interest in the Herd.

- 4.3** The Working Group shall have the following duties and responsibilities:
- a)** Prepare a work plan, including:
    - i.** A detailed task list;
    - ii.** A schedule;
    - iii.** A review and confirmation of the draft budget;
    - iv.** The compilation of technical information from science-based, local, and traditional sources; and
    - v.** Provisions for consultation and communications.
  - b)** Prepare a draft plan for the harvest management of the Herd. The Harvest Management Plan shall address, but not be limited to, the following:
    - i.** Monitoring the status of the population and its habitat;
    - ii.** Harvest data;
    - iii.** Research priorities;
    - iv.** Standardized data collection and preservation;
    - v.** Determination of sustainable harvest amounts using harvest model scenarios;
    - vi.** Determination of harvest allocation;
    - vii.** Guidelines for regulating the methods of harvest including consideration of sale and barter guidelines;
    - viii.** A process for implementation, review and revision of the Harvest Management Plan and consideration of funding options.
  - c)** Recommend the Harvest Management Plan to the Parties for approval and implementation.
- 4.4** The Working Group will ensure public and community consultations needed to obtain meaningful input for the Harvest Management Plan preparation to occur and will report to the PCMB and users on its findings and progress.
- 4.5** The Harvest Management Plan will be provided to appropriate co-management boards/councils, respective governments, and the PCMB for implementation.
- 4.6** Rules and Procedures
- a)** The Working Group will establish from time to time rules and procedures for its functioning, including among other things that:
    - i.** The Working Group will strive for a consensus in decision-making, but if it is unable to form a consensus, a two-thirds approval must be obtained;
    - ii.** Where consensus cannot be reached and where appropriate, the dissenting view will be included along with the majority view;
    - iii.** The Working Group will keep minutes and records of all its meetings and circulate them among its stakeholders and make them available to the public;
    - iv.** The proceedings of the Working Group will be open to the public;

- v. The Working Group will make use of teleconferences to conduct business whenever possible;
- vi. When meetings are not held via teleconference, they will be held in communities or locations within the range of the Herd whenever possible; and
- vii. Public comments and presentations will be encouraged.

**4.7 Funding for the Working Group**

- a) All Parties will be responsible for expenses of their representatives to participate in the Working Group.
- b) The federal and territorial governments will, subject to the terms and conditions of this Agreement and to funds being appropriated by their respective legislative authorities, provide funds necessary to ensure that the Working Group is able to function in the manner as stated above.

**5. WORK PLANNING AND TIMELINES**

- 5.1 The Parties agree that for planning purposes, general tasks and activities should be organized over several phases and years, and that the Harvest Management Plan should be reviewed every five years or whenever population changes warrant a review.
- 5.2 The Parties agree that all reasonable efforts shall be made to complete the Harvest Management Plan before the end of 2007 or at the earliest opportunity thereafter.

**6. GENERAL**

- 6.1 All reports, summaries, or other documentation prepared or otherwise completed under this Protocol Agreement will become the joint property of all the Parties.
- 6.2 This Protocol Agreement will take effect on the day the last signature is obtained and will terminate when the Harvest Management Plan is signed.
- 6.3 This Protocol Agreement may be extended or amended with the unanimous approval of the Parties hereto.
- 6.4 This Protocol Agreement is without prejudice to any:
  - a) Rights or responsibilities of each of the governments with respect to consideration and approval of the Harvest Management Plan prepared by the Working Group; or
  - b) Existing Aboriginal or treaty rights of any Party to the Protocol Agreement.

6.5 Any disputes regarding the interpretation or implementation of this Protocol Agreement will be resolved only by consultation among the participants and will not be referred to any third party for settlement.

**THE PARTIES HERETO HAVE EXECUTED THIS PROTOCOL AGREEMENT**  
as attested by the signatures of their officers duly authorized for such purposes.

\_\_\_\_\_(signed)\_\_\_\_\_  
For Gwich'in Tribal Council \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For Inuvialuit Game Council \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For First Nation of Na'cho Ny'ak Dun \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For Tr'ondëk Hwëch'in \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For Vuntut Gwitch'in First Nation \_\_\_\_\_  
Date

\_\_\_\_\_  
For Government of Canada \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For Government of Northwest Territories \_\_\_\_\_  
Date

\_\_\_\_\_(signed)\_\_\_\_\_  
For Government of Yukon \_\_\_\_\_  
Date