

PORCUPINE CARIBOU HERD
CANADIAN RANGE-WIDE NATIVE USER AGREEMENT

THIS AGREEMENT made as of the 13th day of March 2019
AMONG:

VUNTUT GWITCHIN GOVERNMENT

(hereinafter referred to as “VG”)

- and -

TR’ONDĚK HWĚCH’IN

(hereinafter referred to as “TH”)

- and -

FIRST NATION OF NA-CHO NYAK DUN

(hereinafter referred to as “NND”)

- and -

INUVIALUIT GAME COUNCIL

(hereinafter referred to as “IGC”)

- and -

GWICH’IN TRIBAL COUNCIL

(hereinafter referred to as “GTC”)

(Hereinafter referred to collectively as the “Parties” or individually as a “Party” to this Agreement)

DEDICATION

This agreement is dedicated to the memory of our Elders who taught us the values of respect and sharing and the importance of passing on our traditional ways to future generations.

PREAMBLE:

Whereas the Parties to this Agreement are the legal successors to the native parties to the *Porcupine Caribou Management Agreement* (1985) (PCMA) based on the *Inuvialuit Final Agreement* (1984), the *Gwich'in Comprehensive Land Claim Agreement* (1992), the *Vuntut Gwitchin First Nation Final Agreement* (1993) and the *Vuntut Gwitchin Self-Government Agreement* (1993), the *Tr'ondëk Hwëch'in Final Agreement* (1998) and *Tr'ondëk Hwëch'in Self-Government Agreement* (1998), and the *First Nation of Na-Cho Nyak Dun Final Agreement* (1993) and *First Nation of Na-Cho Nyak Dun Self-Government Agreement* (1993) and represent the Northwest Territories and Yukon Native User Communities as defined in the PCMA;

And Whereas IGC represents the Inuvialuit Native User Communities of Aklavik, Inuvik and Tuktoyaktuk;

And Whereas GTC represents the Gwich'in Native User Communities of Inuvik, For McPherson, Aklavik and Tsiigehtchic ("Arctic Red River");

And Whereas VG represents the Vuntut Gwitchin Native User Community of Old Crow;

And Whereas TH represents the Tr'ondëk Hwëch'in Native User Community of Dawson City;

And Whereas NND represents the Na-Cho Nyak Dun Native User Community of Mayo;

And Whereas the Parties to this Agreement have recognized the provisions of the PCMA as it applies to their respective rights to harvest Porcupine Caribou in their respective Comprehensive Land Claim Agreements;

And Whereas the Parties to this Agreement recognize and accept the Objectives of the PCMA, are Parties to and agree to the Principles of the *Protocol Agreement Respecting the Development of a Harvest Management Strategy in the Canadian Range of the Porcupine Caribou Herd* (2007), and the Goal of the *Harvest Management Plan for the Porcupine Caribou Herd in Canada* (2010);

And Whereas the Parties to this Agreement have reviewed the considerations found in Section J of the PCMA for the Allocation of the Annual Allowable Porcupine Caribou Harvest in Canada, with special attention to paragraphs J(2)(c), J(3), J(4), J(5) and J(8);

And Whereas the Parties to this Agreement have the traditional territories, settlement areas and special use areas set out in their Comprehensive Land Claim Agreements and administrative arrangements in transboundary agreements, the boundaries of which may not coincide with the respective hunting areas for Native User Communities as established in Appendix II of the PCMA:

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

- 1.1 Unless otherwise explicitly provided in this Agreement capitalized terms have the same meaning as set out in the PCMA.
- 1.2 For greater certainty, the terms “Preferential Right,” “Conservation,” and “Allowable Harvest” have the same meanings as set out in the PCMA and “Native User Community Hunting Areas” are as identified on the map attached as Appendix II to the PCMA.
- 1.3 “Native User Communities” as set out in the PCMA means any one of the communities of Old Crow, Dawson, Mayo, Fort McPherson, Tsiigehtchic (Arctic Red River), Aklavik, Inuvik or Tuktoyaktuk and may also include such new communities as may be determined through Native User Agreements in effect from time to time. The Native Users under this Agreement within these communities shall be represented by the appropriate native leadership body, including those bodies established through a Comprehensive Land Claims Agreement.
- 1.4 “Ceremonial Purposes” means any use related to an event or gathering that occurs as a result of a cultural tradition associated with rights-of-passage in life or death in which an individual or group of individuals is honoured or when a community milestone or natural event is celebrated and includes any additional meaning that may be set out from time to time in decisions of the Courts.
- 1.5 “Community Hunt” means any hunt organized or endorsed by one or more Parties for the purposes of meeting the subsistence or education and knowledge-sharing requirements of Native Users as determined by the Party or Parties within whose Settlement Territory the harvest will occur.
- 1.6 “Comprehensive Land Claim Agreement” means the *Vuntut Gwitchin First Nation Final Agreement*, the *Tr’ondëk Hwëch’in Final Agreement*, the *First Nation of Na-Cho Nyak Dun Final Agreement*, the *Gwich’in Comprehensive Land Claim Agreement* and the *Inuvialuit Final Agreement*.
- 1.7 “Gwich’in Settlement Area,” “Primary Use Area,” “Secondary Use Area” have the same meanings as set out in the *Gwich’in Comprehensive Land Claim Agreement* and the corresponding geographic areas as identified in the agreement. The “Gwich’in Settlement Region” in the Yukon constitutes the Primary Use Area and Secondary Use Area.
- 1.8 “Inuvialuit Settlement Region” has the same meaning as set out in the *Inuvialuit Final Agreement* and the geographic area as identified in the agreement.
- 1.9 “Settlement Territory” includes collectively any “Traditional Territory,” the “Inuvialuit Settlement Region” and “Gwich’in Settlement Area,” “Primary Use Area” and “Secondary Use Area,” all as illustrated in Appendix 1 hereto.

- 1.10 “Traditional Territory” has the same meaning as set out in the *Vuntut Gwitchin First Nation Final Agreement*, the *Tr’ondëk Hwëch’in Final Agreement* and the *First Nation of Na-Cho Nyak Dun Final Agreement* respectively and the geographic area as identified in these agreements.

2. OBJECTIVES OF THE PARTIES

The following are the objectives the Parties:

- 2.1 To establish an integrated harvest management regime that will contribute to the conservation of the Porcupine Caribou Herd and the sustainability of the Native User Communities.
- 2.2 To establish administrative arrangements among the Parties for the participation of their respective Native User Communities in the harvest of Porcupine Caribou throughout the Canadian range of the herd.
- 2.3 To establish an administrative framework for the exercise of preferential harvesting rights for Native Users as established in the PCMA and the allocation of the Allowable Harvest of Porcupine Caribou among the Native User Communities when conservation requirements and harvest conditions in the Orange Zone (45,000-80,000 herd size) and Red Zone (less than 45,000 herd size) of the HMP apply.

3. PRINCIPLES

The following principles apply to Porcupine Caribou harvest management administration and allocation decisions by the Parties:

- 3.1 Respect for Porcupine Caribou and maintenance of a healthy northern ecosystem on which both caribou and Native Users depend are of paramount importance.
- 3.2 Food security, cultural wellbeing and survival are central to the relationship between Porcupine Caribou and the Native User Communities and integral to the Native Users of Old Crow who are uniquely dependent in this and other respects.
- 3.3 Harvest management and stewardship by the Parties reflect the nature of Porcupine Caribou as a public resource.
- 3.4 The exercise of Aboriginal and treaty rights informs and protects harvest management by the Parties.
- 3.5 Harvest sharing among the Native User Communities is critical in addressing uncertainties in wildlife population abundance and distribution and harvest access and availability.
- 3.6 Differences in harvest practices, methods, customs and laws among the Parties shall be addressed on the basis of mutual respect.

- 3.7 Harvest management shall be based on the best available traditional knowledge and science-based information.
- 3.8 A precautionary approach shall inform decision-making when science and traditional knowledge are uncertain about conditions affecting the health, abundance and distribution of the Porcupine Caribou.

4. ADMINISTRATIVE ARRANGEMENTS

- 4.1 Administrative arrangements made by the Parties for the implementation of this Agreement shall reflect the traditional knowledge, traditional management systems and customary and cultural practices of the Parties.
- 4.2 The administration of this Agreement is the responsibility of the following organizations:
- (a) For the Native User Community of Dawson City, the TH Natural Resources Department Fish and Wildlife Branch;
 - (b) For the Native User Community of Old Crow, the VG Natural Resource and Heritage Department;
 - (c) For the Native User Community of Mayo, the NND Department of Lands and Resources;
 - (d) For the Inuvialuit Native User Communities of Aklavik, Inuvik and Tuktoyaktuk, the Joint Secretariat; and
 - (e) For the Gwich'in Native User Communities of Inuvik, Fort McPherson, Aklavik and Tsiigehtchic (Arctic Red River), the GTC Department of Lands and Resources.
- 4.3 Administrative actions for managing the harvest of Porcupine Caribou by Native Users under this Agreement may include:
- (a) Administration and management of harvesting rights of Native Users in a Settlement Territory;
 - (b) Confirmation and proof of eligibility of Native Users to harvest Porcupine Caribou;
 - (c) Maintenance and distribution of Eligibility Lists for Native User Communities;
 - (d) Allocation of harvest and determination of conditions related to harvest practices to Native Users in their Settlement Territory;
 - (e) Granting of access and permission to harvest by a Party to Native Users from other Settlement Territories;
 - (f) Determination of a Native User Community harvest allocation and reviewing allocations as required;
 - (g) Notification of other Parties and the PCMB regarding harvest management-related matters within a Party's Settlement Territory;

- (h) Reporting and monitoring of Native User Community harvests of Porcupine Caribou; and
- (i) Determination of new Native User Communities as required under Section A of the PCMA.

5. PORCUPINE CARIBOU NATIVE USER COMMISSION

- 5.1 Upon execution of this Agreement the Parties shall establish the “Porcupine Caribou Native User Commission” (Commission).
- 5.2 The Commission shall:
 - (a) Coordinate the implementation of this Agreement and harvest management among the Native User Communities;
 - (b) Determine the annual harvest allocation among the Native User Communities as required at an annual meeting (Annual Meeting) held following the Porcupine Caribou Management Board (PCMB) Annual Harvest Meeting and the PCMB’s recommendation of a Total Allowable Harvest; and
 - (c) Undertake or request studies from management authorities that may assist with the implementation of s. 5.2(b) above.
- 5.3 Each Party shall appoint one member to the Commission upon signing this Agreement.
- 5.4 A member’s term is three years.
- 5.5 There is not a maximum number of terms that a member may serve.
- 5.6 A Party may replace or reappoint its member of the Commission before an Annual Meeting.
- 5.7 If a Party has not appointed its member within a reasonable time, the Commission may discharge its responsibilities with those members who have been appointed.
- 5.8 A Chair of the Commission shall be chosen by the members from among themselves at the inaugural meeting.
- 5.9 Chairmanship of the Commission shall be shared among the Parties, rotating on an annual basis, as determined by the members.
- 5.10 The Chair shall serve until immediately after the next Annual Meeting and shall be responsible for setting the agenda and making arrangements for the Annual Meeting.
- 5.11 In order to assist with its decisions, the Commission may invite other individuals or organizations as observers, including traditional and science-based knowledge holders to an Annual Meeting.

- 5.12 The Commission shall meet at least once a year or at the request of a Party.
- 5.13 The Commission may determine its own procedures for the conduct of meetings and other operational and administrative matters and shall set these procedures out in writing.
- 5.14 Each Party shall remunerate and pay the expenses of its own member and observers, and shall assume responsibility for hosting meetings of the Commission on a rotating basis.

6. HARVEST MANAGEMENT — GENERAL PROVISIONS

The following general provisions shall apply throughout all of the harvest management zones in the HMP unless otherwise specified:

Exercise of harvesting rights

- 6.1 The harvesting rights of the Native Users in their respective Native User Community hunting areas as established in Appendix II of the PCMA shall be administered according to the provisions of this Agreement.
- 6.2 The Parties agree that the harvesting rights of the Native Users can apply in their Settlement Territories throughout the Canadian range of the Porcupine Caribou herd unless otherwise agreed to by the Parties when the herd's estimated population size is in the Green, Yellow, Orange and Red zones of the HMP.
- 6.3 All harvesting of Porcupine Caribou by Native Users shall respect the traditional laws and cultural practices of the Party in whose Settlement Territory the harvesting occurs.
- 6.4 Permission for Native Users to hunt Porcupine Caribou in the Settlement Territory of another Party shall be requested and may be approved on the basis of any arrangements, processes or conditions established by the Party receiving the request.
- 6.5 Permission for Native Users to hunt Porcupine Caribou in areas of overlapping Settlement Territories or the Primary Use Area and Secondary Use Area shall be requested and approved on the basis of any applicable management arrangements, processes and conditions, including contiguous and administrative boundaries established pursuant to Comprehensive Land Claims Agreements and any applicable understandings, agreements or accords accepted by the respective Parties.
- 6.6 For greater certainty, Community Hunts and other traditional and modern harvesting methods are acceptable subject to the requirements of the Party in whose Settlement Territory the harvesting of Porcupine Caribou will occur.

Information

- 6.7 Each Party shall provide an Eligibility List for their respective Native User Communities to the PCMB upon request.

- 6.8 Confirmation of the eligibility of a Native User to harvest Porcupine Caribou shall be provided by a Party upon request by the Party in whose Settlement Territory the harvesting is taking place.
- 6.9 A Party shall provide annual harvest data for their Native Users whose harvest activities have occurred within the Settlement Territory of another Party upon request by the Party in whose area the harvesting took place.
- 6.10 Each Party shall report the annual total harvest of Porcupine Caribou of their Native Users to the PCMB regardless of where that harvest occurs.

Voluntary harvest restrictions

- 6.11 Notwithstanding Section 7.0, the Commission may establish voluntary Porcupine Caribou harvest restrictions and determine the harvest allocation among the Parties on behalf of their respective Native User Communities when the herd size is in the Yellow Zone of the HMP or at the request of one or more of the Parties. In such a case, the harvest allocation criteria and considerations established in s. 7.3 and s. 7.4 shall apply.

Other agreements

- 6.12 Where there is an inconsistency or conflict between this Agreement and the provisions of any other Yukon or Northwest Territories Native User Agreements specific to the harvest of Porcupine Caribou, this Agreement shall prevail to the extent of the inconsistency or conflict.

7. HARVEST MANGEMENT — SPECIAL PROVISIONS

- 7.1 The following special provisions shall apply to harvest management and allocation in the Orange Zone of the HMP when the estimated herd size is between 80,000 and 45,000 and in the Red Zone when the estimated herd size is under 45,000.
- 7.2 The Parties agree that these measures are harvest management measures of last resort which may be used to address range-wide conditions, including habitat alteration and disturbance as a result of development and climate change, predator-prey shifts, catastrophic natural events and unsustainable harvest pressures, as well as long-term population cycles requiring adaptive management.
- 7.3 In determining the allocation of the harvest among the Native User Communities and any subsequent adjustments, the following criteria shall apply based on the best available information from traditional knowledge and science-based sources:
- (a) Food and clothing requirements;
 - (b) Usage patterns and levels of harvest of the Native Users;
 - (c) Usage patterns and levels of harvest of the licensed hunter harvest;
 - (d) Ability of caribou and other wildlife populations to meet subsistence requirements and food security needs;
 - (e) Harvest access and availability;

- (f) The unique dependence of the Native Users of Old Crow;
 - (g) Projections of changes in caribou populations;
 - (h) Household consumption estimates for Porcupine Caribou and changing patterns of consumption;
 - (i) Changes in community population;
 - (j) Changes in household income;
 - (k) Changes in the cost of living; and
 - (l) Such other criteria as the Parties may agree.
- 7.4 In determining the allocation of the harvest among the Native User Communities and any subsequent adjustments, the Parties recognize the unique dependency of the community of Old Crow and shall consider special measures to meet their basic needs that may include but are not limited to:
- (a) Community Hunts by and for Old Crow in the Settlement Territories of the other Parties;
 - (b) Special harvest allocations on a percentage or fixed number basis, including a Basic Needs Allocation; and
 - (c) Other measures as the Parties may agree.
- 7.5 Where the Commission determines community allocations in the Orange Zone and following that determination, the Yukon First Nation Parties, if requested by the Yukon Government, shall meet with regard to a Yukon First Nation/Yukon Government Agreement as referenced in the HMP IP.
- 7.6 The Parties recognize that there may be special circumstances when a Party chooses to share a Native Community allocation with a non-native subsistence user if the affected Native Community so agrees.
- 7.7 The Commission shall provide information to the PCMB on the allocation of the harvest among the Native User Communities.
- 7.8 When access to its Settlement Territory has been granted by a Party to Native Users of another Settlement Territory for the exercise of their preferential right to harvest Porcupine Caribou, notice shall be provided to the appropriate federal and territorial governments upon request.
- 7.9 Without exception, the Parties shall provide permission to one another to conduct harvesting activities in their respective Settlement Territories for Ceremonial Purposes.
- 7.10 In the event of an emergency situation where Native Users who are unable to exercise their preferential right to harvest by virtue of age, illness or other disadvantages or when access to harvesting Porcupine Caribou is not feasible for a Native User Community to fill their allocation, the Parties agree to make best efforts

to address this need and accommodate this right within their respective Settlement Territory on an expedited basis.

- 7.11 The Parties shall make best efforts to share information and communicate with one another on a timely basis regarding the harvest and distribution of the herd.

8. REGULATION AND TRADITIONAL MANAGEMENT

- 8.1 Each Party shall develop the measures it determines appropriate for the management of the harvest of Porcupine Caribou by Native Users in its Settlement Territory, including but not limited to:

- (a) Education and voluntary compliance;
- (b) Traditional practices;
- (c) Licences, permits and tags;
- (d) Bylaws and other applicable legal instruments; and
- (e) Shared arrangements, agreements and partnerships with other Parties and Governments.

- 8.2 Each Party shall apply any measures it determines in accordance with s.8.1 for the management of the harvest by Native Users in its Settlement Territory and any other areas where its management authority applies.

- 8.3 Each Party shall administer the management measures that it so determines by appropriate actions, including but not limited to:

- (a) Monitoring of voluntary harvest restrictions;
- (b) Traditional sanctions;
- (c) Joint monitoring patrols, including the use of game guardians and conservation officers, with other Parties and Governments; and
- (d) Shared arrangements, agreements and partnerships with other Parties and Governments.

9. COMMUNICATION AND INFORMATION SHARING

- 9.1 A Party shall contact the members of the Commission prior to taking any action on any matters set out in this Agreement that may affect the rights or management responsibilities of the other Parties.

- 9.2 A Party shall protect the confidentiality of harvest information provided to it on a confidential basis and request the same level of protection from the PCMB and Governments when such information is provided to those organizations.

10. ENTIRE AGREEMENT

- 10.1 This Agreement is the entire Agreement among the Parties in respect of the subject matter of this Agreement.

11. AMENDMENTS

- 11.1 Any agreement, schedule or appendix agreed to in writing by the Parties may be attached to and form part of this Agreement.
- 11.2 This Agreement may be amended at the request of any Party, subject to the written consent of all Parties.

12. LEGAL EFFECT

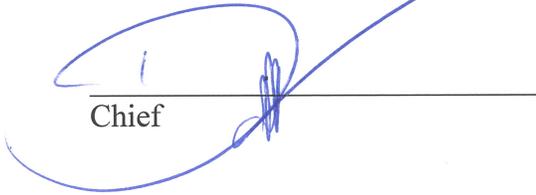
- 12.1 This Agreement shall not create any commitments or obligations that are legally binding on the Parties.

13. COMING INTO FORCE

- 13.1 This Agreement shall come into force upon the signing of the Agreement by all Parties and shall be in effect until the Parties agree to terminate it.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

VUNTUT GWITCHIN GOVERNMENT

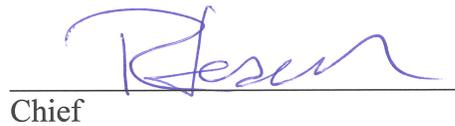


Chief

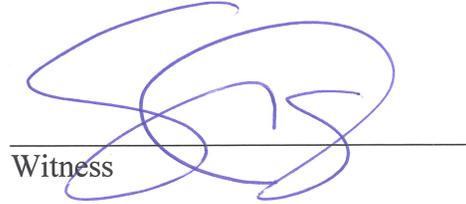


Witness

TR'ONDĚK HWĚCH'IN



Chief



Witness

FIRST NATION OF NA-CHO NYAK DUN



Chief



Witness

GWICH'IN TRIBAL COUNCIL

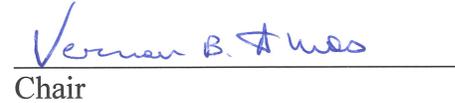


Grand Chief



Witness

INUVIALUIT GAME COUNCIL



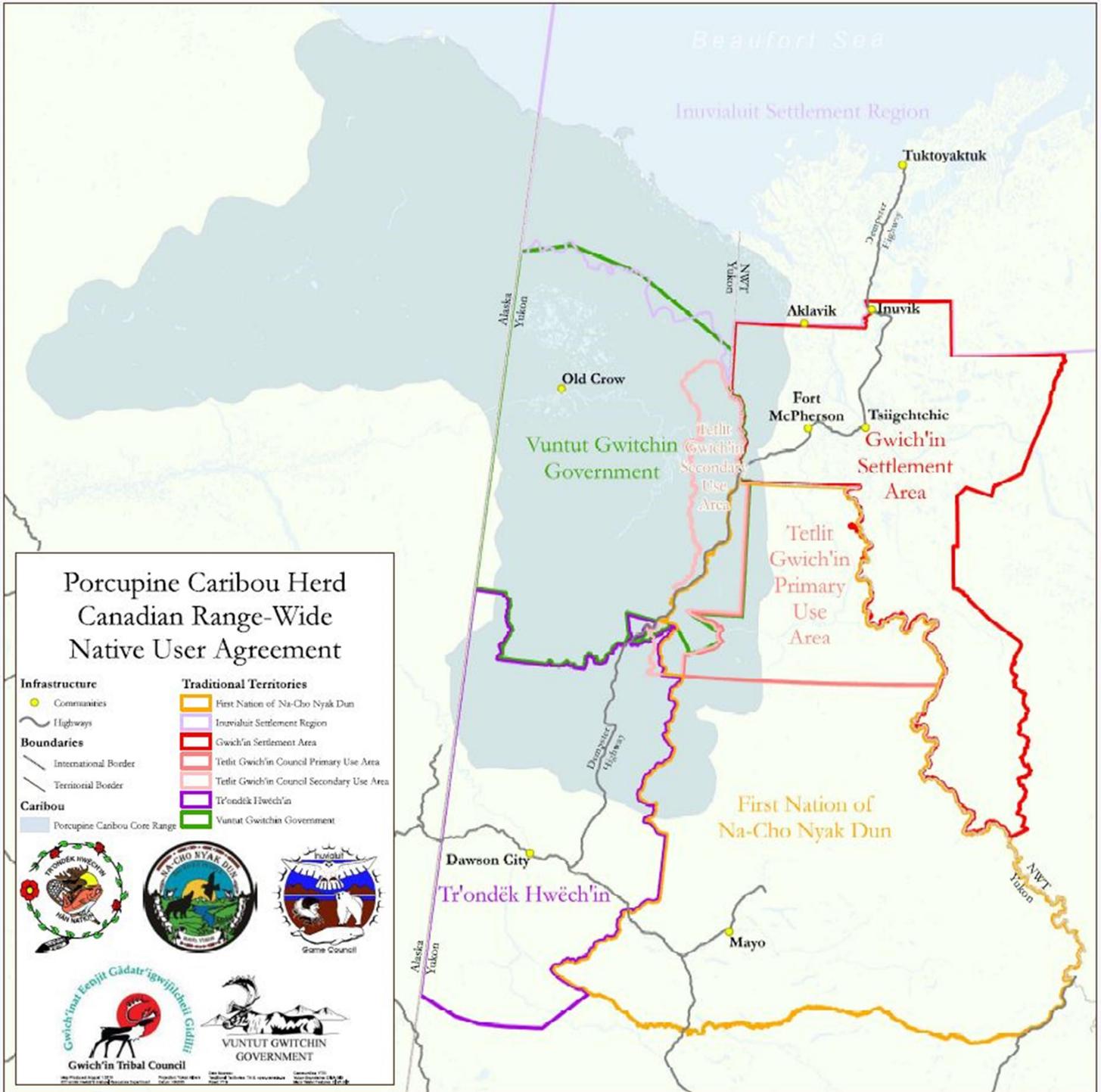
Chair



Witness

APPENDIX 1

MAP OF SETTLEMENT TERRITORIES AND NATIVE USER COMMUNITIES IN THE RANGE OF THE PORCUPINE CARIBOU HERD



APPENDIX 2

PORCUPINE CARIBOU HARVEST MANAGEMENT ZONES AND NATIVE USER AGREEMENT HARVEST MANAGEMENT ACTIONS

MANAGEMENT ZONE	NATIVE USER AGREEMENT HARVEST MANAGEMENT ACTIONS
<p>GREEN</p> <p>Estimated herd size: 115,000 +</p>	<ul style="list-style-type: none"> ◆ Convene meeting of Porcupine Caribou Native User Commission as requested by the Parties. ◆ Native Users may harvest throughout the Canadian range of the herd subject to any harvest management and access conditions required by the Parties that may apply within a Settlement Territory, including if harvesting in the Settlement Territory of a Party, obtaining permission from that Party. ◆ Each Party shall provide annual harvest data for their Native Users whose harvest activities have occurred within the Settlement Territory of the other Party upon request by that Party. ◆ Each Party shall report the annual total harvest of their Native Users regardless of where that harvest occurs to the PCMB. ◆ Each Party shall develop, apply and administer the measures it determines appropriate for the management of the harvest of Porcupine Caribou by Native Users in its Settlement Territory.
<p>YELLOW</p> <p>Estimated herd size: 115,000 – 80,000</p>	<ul style="list-style-type: none"> ◆ Convene meeting of Porcupine Caribou Native User Commission as requested by the Parties to: <ul style="list-style-type: none"> ▪ determine Native User Community allocations and other special management measures if deemed desirable; ▪ review the impacts of harvest management measures on Native User Communities; review the effectiveness of harvest management measures and adapt harvest management strategies, including voluntary and mandatory tools, as required; and ▪ conduct or request studies to inform harvest management decisions, including Native User Community allocations. ◆ Native Users may harvest throughout the Canadian range of the herd subject to any harvest management and access conditions required by the Parties that may apply within a Settlement Territory, including any Native User Community allocations determined by the Commission. ◆ The Commission shall provide information to the PCMB on any allocation of the harvest among the Native User Communities. ◆ Voluntary or mandatory bulls-only harvest as determined by the Commission may apply. ◆ Each Party shall provide annual harvest data for their Native Users whose harvest activities have occurred within the Settlement Territory of the other Party upon request by the Party. ◆ Each Party shall report to the PCMB the annual total harvest of their

MANAGEMENT ZONE	NATIVE USER AGREEMENT HARVEST MANAGEMENT ACTIONS
	<p>Native Users regardless of where that harvest occurs.</p> <ul style="list-style-type: none"> ◆ Each Party shall develop, apply and administer the measures it determines appropriate for the management of the harvest of Porcupine Caribou by Native Users in its Settlement Territory. ◆ The Parties shall make best efforts to share information and communicate with one another on a timely basis regarding the harvest and distribution of the herd.
<p>ORANGE</p> <p>Estimated herd size: 80,000 – 45,000</p>	<ul style="list-style-type: none"> ◆ Convene Annual Meeting of Porcupine Caribou Native User Commission to: <ul style="list-style-type: none"> ▪ determine Native User allocation and other special management measures. ▪ review the impacts of harvest management measures on Native User Communities; ▪ review the effectiveness of harvest management measures and adapt harvest management strategies, including regulation and enforcement tools as required; and ▪ conduct or request studies to inform harvest management decisions, including Native User Community allocations. ◆ Native Users may harvest throughout the Canadian range of the herd and exercise preferential harvest rights subject to harvest management conditions that apply within a Settlement Territory, including Native User Community allocations. ◆ Each Party shall develop, apply and administer the measures it determines appropriate for the management of the harvest of Porcupine Caribou by Native Users in its Settlement Territory. ◆ Where the Commission determines community allocations in the Orange Zone, the Yukon First Nation Parties, if requested by the Yukon Government, shall meet with Yukon Government with regard to a Yukon First Nation/Yukon Government Agreement. ◆ The Commission shall provide information on any allocation of the harvest among the Native User Communities to the PCMB. ◆ Mandatory bulls-only harvest applies. ◆ Each Party provides an Eligibility List for their respective Native User Communities to the PCMB upon request. ◆ Confirmation of the eligibility of a Native User to harvest Porcupine Caribou in the Settlement Territory of another Party shall be provided to that Party upon request by the Party. ◆ Each Party shall provide annual harvest data for their Native Users whose harvest activities have occurred within the Settlement Territory of the other Party upon request by that Party. ◆ Each Party shall report the annual total harvest of their Native Users regardless of where that harvest occurs to the PCMB.

MANAGEMENT ZONE	NATIVE USER AGREEMENT HARVEST MANAGEMENT ACTIONS
	<ul style="list-style-type: none"> ◆ The Parties shall provide notice to the federal and territorial governments, upon request, when the Native Users of other Native User Communities have been granted access for the exercise of their preferential right to harvest Porcupine Caribou. ◆ The Parties shall make best efforts to share information and communicate with one another on a timely basis regarding the harvest and distribution of the herd.
<p style="text-align: center;">RED</p> <p style="text-align: center;">Estimate herd size: 45,000 and lower</p>	<ul style="list-style-type: none"> ◆ Convene Annual Meeting of Porcupine Caribou Native User Commission to: <ul style="list-style-type: none"> ▪ review the effectiveness of harvest management measures and adapt harvest management strategies, including regulation and enforcement tools as required; ▪ review the impacts of harvest management measures on Native User Communities; and ▪ conduct or request studies to inform harvest management decisions. ◆ Native User Communities may harvest bulls throughout the Canadian range for Ceremonial purposes only and subject to harvest management conditions that apply within a Settlement Territory. ◆ Each Party shall provide annual harvest data for their Native Users whose harvest activities have occurred within the Settlement Territory of the other Party upon request by that Party. ◆ Each Party shall report the annual total harvest of their Native Users regardless of where that harvest occurs to the PCMB. ◆ The Parties shall provide notice to the federal and territorial governments, upon request, when the Native Users of other Native User Communities have been granted access for the exercise of their preferential right to harvest Porcupine Caribou. ◆ The Parties shall make best efforts to share information and communicate with one another on a timely basis regarding the harvest and distribution of the herd.

APPENDIX 3
PORCUPINE CARIBOU HERD
RANGE-WIDE NATIVE USER AGREEMENT
WORKING GROUP MEMBERS

Natasha Ayoub — Tr'ondëk Hwëch'in Government
Darren Taylor — Tr'ondëk Hwëch'in Government
Darius Elias — Vuntut Gwitchin Government
Dawna Hope — First Nation of Na-Cho Nyak Dun
Stephen Charlie — Gwich'in Tribal Council
Billy Storr — Inuvialuit Game Council
Lindsay Staples — Facilitator
Matthias Lemke — Porcupine Caribou Management Board (Secretariat)
Deana Lemke — Porcupine Caribou Management Board (Secretariat)